

That aforesaid deed was not given as a preference against any other creditors of the deponent; that at the time it was given there was no other person or persons, firms, or corporations, other than the grantee therein named interested, either directly or indirectly in said premises; that the deponent is solvent and has no other creditors whose rights would be prejudiced by such conveyance, and that deponent is not obligated upon any bond or other mortgage whereby any lien has been created or exists against the premises described in said deed;

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PAGE 14
That in the execution and delivery of said deed said church was not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily, and was not acting under coercion or duress; that the consideration for said deed was and is payment to said church of the sum of \$1.00 by grantee and the full cancellation of all debts, obligations, costs and charges secured by that certain mortgage heretofore existing on said preoperty, executed by Donna Bailey, Ronald Presley, Janice Rachel, as Trustees of the Montevallo Church of the Nazarene, an unincorporated church, to Emma F. Harris, dated August 11, 1981 and recorded in Mortgage Book 414, page 760, Office of Judge of Probate of Shelby County, Alabama, and the release of record of said mortgage; that at the time of making said deed said church believed, and affiants as trustees of said church, believed and now believe that the aforesaid considerationtherefor represents the fair value of the property so deeded; that affiants are informed and believe and upon such information and belief aver, that said Emma F. Harris has contracted to sell and convey the above described property to Robert H. Hodges, and that affiants further state that they have executed an Assignment of Right of Redemption to said Robert H. Hodges, a copy of the same being attached hereto as Exhibit "A" and by reference hereto being made a part hereof, and will deliver the same to said Robert H. Hodges at any time hereafter in exchange for the sum of \$100.00. in order to convey to said Robert H. Hodges the rights of redemption, as set forth in said Assignment of Right of Redemption.

That the aforesaid Assignment of Right of Redemption was intended to be, and was and is an absolute conveyance of the right of redemption held by the Montevallo Church of the Nazarene, an unincorporated church, and its trustees, in and to the above described property to said Robert H. Hodges, and was not and is not now intended as a mortgage, or as a pledge, or security of any kind; that it was the intention of such church as to the Assignment of Right of Redemption that it was to be an absolute conveyance of the right of Redemption said church did and will convey to said Robert H. Hodges therein all of its right, title, and interest absolutely in and to the rights of redemption held by said church and its trustees in and to said premises.

That aforesaid Assignment of Right of Redemption was not given as a preference against

either directly or indirectly in said premises; that the deponent is solvent and has no other creditors whose rights would be prejudiced by such conveyance, and that deponent is not obligated upon any bond or other mortgage whereby any lien has been created or exists against the premises described in said deed;

That in the execution and delivery of said Assignment of Right of Redemption said church was not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily, and was not acting under coercion or duress; that the consideration for said deed was and is payment to said church of the sum of \$100.00 by the grantee Robert H. Hodges; that at the time of making said Assignment of Right of Redemption said church believed, and affiants as trustees of said church, believed and now believe that the aforesaid consideration therefor represents the fair value of the property right so deeded.

That said deed and said Assignment of Right of Redemption is an absolute conveyance, the grantors having sold said lands to the grantees for a fair and adequate consideration, as set forth herein; that said conveyances were and are freely and fairly made, and that there are no agreements, oral or written, other than said deed and Assignment of Right of Redemption between the grantors and the grantees of said documents with respect to said land.

This affidavit and estoppel certificate is made for the protection and benefit of the grantee in said deed and the grantee in said Assignment of Right of Redemption, their successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

That affiants and each of them, will testify, declare, depose, or certify for any competent tribunal, officer, or person, in any case now pending or which may hereafter be instituted to the truth of the particular facts hereinabove set forth.

That said affiants have executed this affidavit and estoppel certificate as individuals, and also for and on behalf of said Montevallo Church of the Nazarene, an unincorporated church, pursuant to authority of said church.

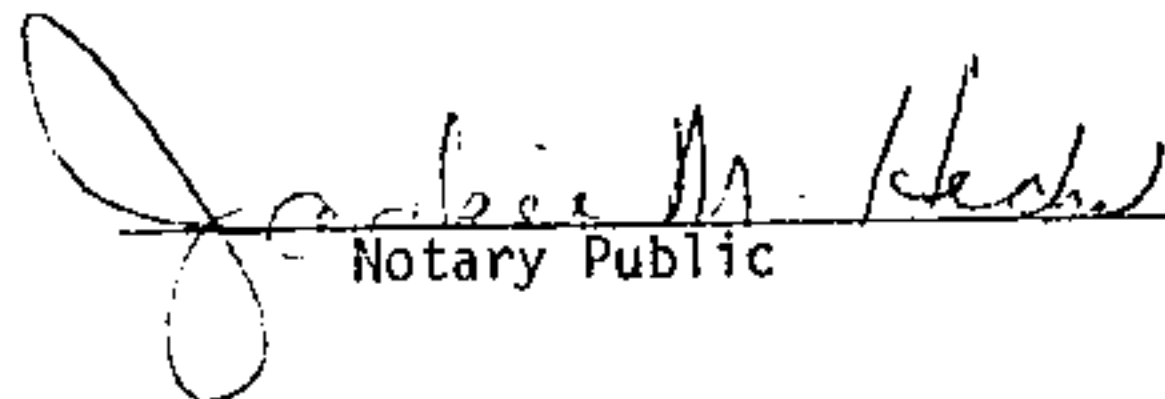
Ben Tate
Ben Tate
Ronald V. Presley
Ronald Presley
Randall P. Maxwell
Randall P. Maxwell
Gary C. Walton
Gary Walton

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned a Notary Public in and for said County, in said State, hereby certify that Ben Tate, Ronald Presley, Randall P. Maxwell and Gary Walton, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 2 day of December 1983.


Notary Public

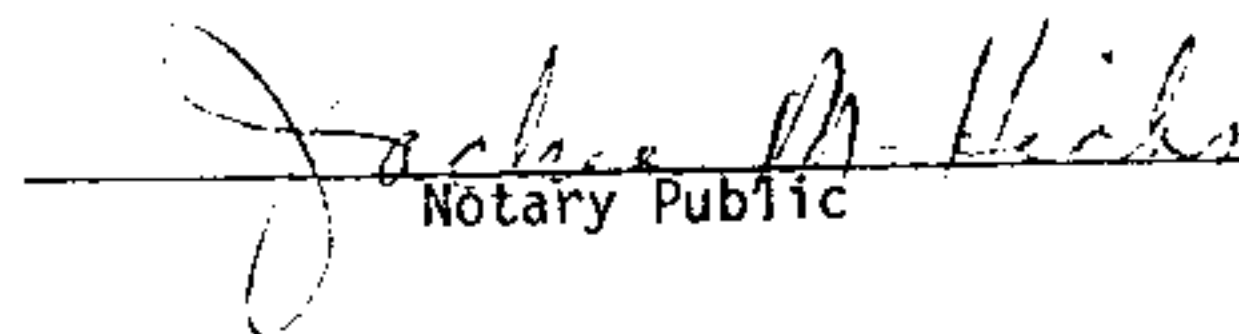
BOOK 54 PAGE 30

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ben Tate, Ronald Presley, Randall P. Maxwell, and Gary Walton, whose names as Trustees of the Montevallo Church of the Nazarene, an unincorporated church, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, they, in their capacity as such trustees, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 2 day of December, 1983.


Notary Public

NOTARY PUBLIC
SHELBY COUNTY, ALABAMA

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