

PROPERTY OWNER'S AFFIDAVIT

STATE OF ALABAMA, Shelby COUNTY

Personally appeared before me, the undersigned attesting officer, duly authorized by law to administer oaths, and who being first duly sworn, deposes and upon oath states:

THAT Affiant is the owner in fee simple of the following described real estate: Lot 4, according to the survey of Meadow Brook, 7th Sector, 2nd Phase, as recorded in Map Book 9 page 36 in the Probate Office of Shelby County, Alabama; being situated in Shelby County.

and more particularly described in a certain mortgage of even date from Affiant to Central Bank of the South.

Affiant further states that the above described property is the same that was inspected by Central Bank of the South or its agents; and that the improvements on said property are within the limits of said property, and that there has been no violation of any restrictions that may have been imposed on said property, nor has any interest in same been sold or conveyed, or any change been made in the improvements thereon since said property was inspected as aforesaid.

Affiant further says that the undersigned is in undisputable possession of the described property and knows of no one claiming under any unrecorded deed, or instrument of any nature, or claiming any interest in the property whatsoever.

Affiant further says that there are no suits, judgments, bankruptcies, executions, or liens of any kind pending against the undersigned in any court, whatsoever, that could in any manner, affect the title to said property or constitute a lien thereon, and that the undersigned is not a surety on any bond that through the default of the principal thereon a lien would be created superior to the mortgage mentioned above, nor are there any security deeds, trust deeds, mortgages, liens or claims of lien of any nature whatsoever unsatisfied against said property, except as set forth below.

Affiant further says that there are no fixtures, equipment or appliances attached to said property that have not been paid for in full, and that any personal property included in the sale of the above described property has been paid for in full and that all bills for materialmen, laborers, suppliers, mechanics, surveyors, and architects, if any, incurred during the 6 month period immediately preceeding the date hereof, have been fully paid.

Affiant further states that he or she is sui juris, and has never been adjudicated insane in any court, and that he or she is over eighteen(18) years of age; and that he or she is not under any order of court ordered to pay alimony, or support, to any spouse or former spouse, or for support for any minor children.

Affiant further states that said property is free and clear of all liens and encumbrances, except those specifically referred to below or on the reverse side hereof and which are the only liens and encumbrances against the property, to wit:

NONE

Affiant further says there are no easements, or claims of easements not shown by the public records; that there are no encroachments, overlaps, boundry line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises; that there is no adverse claim to any portion of said property which has been created by any means or has accreted to any such portion so created and to riparian rights, if any; and that there are no taxes or special assessments which are not shown as existing liens by the public records.

Affiant further acknowledges and agrees that the within and foregoing affidavit is made with the understanding that it will be relied upon by a prospective purchaser or lender in acquiring rights in said property and by BIRMINGHAM TITLE SERVICES CORP. and its title insurance company in the issuance of a policy of title insurance thereon.

Sworn to and subscribed to before me this 2nd day of May, 1991.

Rosemarie L. Wilson  
Notary

MY COMMISSION EXPIRES OCTOBER 11, 1993

William D. Brogdon (SEAL)  
Affiant WILLIAM D. BROGDON

Suzanne Brogdon (SEAL)  
Affiant SUZANNE BROGDON

WITNESS

STATE OF ALABAMA, SHELBY COUNTY  
I CERTIFY THIS INSTRUMENT WAS FILED

91 MAY -7 PH 2:13

JUDGE OF PROBATE

250  
300  
100  
650

Birmingham Title

BOOK 341 PAGE 936