

PROPERTY OWNER'S AFFIDAVIT

STATE OF ALABAMA
COUNTY OF SHELBY

Personally appeared before, me the undersigned Notary Public duly authorized by Law to administer oaths, BILLY WADE MARLOW who being first duly sworn, deposes and upon oath states: That the affiant is the owner in fee simple of the following described real estate:

321 ROAD 39 CHELSEA, AL 35043
and more particularly described in a certain Mortgage Deed of even date herewith from the Affiant to ASSOCIATES FINANCIAL SERVICES CO OF AL INC.

Affiant further states that the above described property is the same that was inspected by THE ASSOCIATES or agents; and that the improvements on said property, and that there has been no violation of any restrictions that may have been imposed on said land, nor has any interest in same been sold or conveyed, or any change made in the improvements thereon since said lands were inspected as aforesaid.

Affiant further says that there are no Suits, Judgements, 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 lands or constitute a lien thereon, and that the undersigned is not surety on the Bond of any Country or County Official, or any Bond that through the default of the principle therein a lien would be created superior to the Mortgage Deed mentioned above, nor are there any Security Deeds, Trust Deeds, Mortgages, Liens, or Claims of Lien of any nature whatsoever unsatisfied against said lands, 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 in full and that any property has been paid for in full and that all bills from materialmen, laborers, suppliers, mechanics, surveyors, and architects, if any, incurred during the 182 day period immediately preceeding the date hereof, have been fully paid.

Affiant further states that, he or she, is aui 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 of minor children.

Affiant further states that said property is free and clear of all liens and encumbrances of every character, except the following which are the only liens and encumbrances against lands to wit:

Affiant further says there are no easements, or claims of easements not shown by the public records: that there are no encroachments, overlaps, boundary 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 land which has been created by artificial means of has accreted to any such portion so created and riparian rights, if any, and that there are no taxes or special assessments or fire district dues, which are not shown as existing liens by the public record.

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 TRW Real Estate Loan Services and it's Title Insurance Company in the issuance of a policy of title insurance thereon.

Sworn to and subscribed before me this 14th day AUGUST, 1991.

Notary Public

COMMISSION EXPIRES JUNE 23, 1994

My Commission Expires

Revised 3/90 RELSAL005

Affiant BILLY WADE MARLOW

Affiant JANE MARLOW

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JUDGE OF PROBATE

DR2K

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200
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650

BOOK 359 PAGE 559