

2331

## SELLER'S/OWNER'S AFFIDAVIT AND INDEMNITY

State of Alabama County of Shelby

I, we, H. Walker & Associates, Inc. being first  
duly sworn, on oath depose and state that I, we, own the following described property:

I/We have owned the property now being sold or mortgaged by me continuously for 2 years, and my enjoyment thereof has been peaceable and undisturbed and the title to said property has never been disrupted to my knowledge, nor do I know of any facts by reason of which the title to, or possession of, said property might be disputed or by reason of which any claim to any of said property might be asserted adversely to me, and more particularly:

1. No party other than the Seller(s)/Owner(s) is in possession of all or any portion of the premises above described under any unrecorded leases, tenancy at will or otherwise.

2. The Seller(s)/Owner(s) during the time of ownership of the premises above described has/have conveyed no portion of the premises nor done any act or allowed any act to be done which has changed or could change the boundaries of the premises.

3. The Seller(s)/Owner(s) has/have allowed no encroachments on the premises above described by any adjoining land owners nor has/have the undersigned encroached upon any property of adjoining land owners.

4. The Seller(s)/Owner(s) has/have allowed no easements, rights of way, continuous driveway usage, drain, sewer, water, gas or oil pipeline or other rights of passage to others over the premises above described and has/have no knowledge of such adverse rights.

5. The Seller(s)/Owner(s), at present, and for a period of 365 days past, has/have caused no construction, erection, alteration or repairs of any structures or improvements on the premises above cited to be done, nor has/have contracted for any material to be delivered to the premises for which charges therefor remain unpaid.

6. The Seller(s)/Owner(s) has/have no knowledge of any highways, abandoned roads, lanes, cemetery or family burial grounds, springs, streams, rivers, ponds, or lakes bordering or running through said premises.

7. The undersigned has no knowledge of any due taxes or special assessments.

8. The undersigned has not allowed and knows of no violation of any covenants, restrictions, agreements, conditions or zoning ordinances affecting the premises.

9. That there are no pending suits, proceedings, judgments, bankruptcies, liens or executions against said owner, either in the aforesaid county or any other county in the aforesaid state.

This affidavit is given to induce FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, to issue its title insurance policy or policies without exception to claims of materialmen's and laborers' liens, survey matters, special assessments and rights of parties in possession, and as an inducement therefor, said affiant agrees to indemnify and hold FIRST AMERICAN TITLE INSURANCE COMPANY harmless of and from any and all loss, cost, damage and expense of every kind, including Attorneys' fees, which said FIRST AMERICAN TITLE INSURANCE COMPANY shall or may suffer or incur or become liable for under its said policy or policies now to be issued, or any reissue, renewal or extension thereof, directly or indirectly, as a result of any misrepresentation herewith.

91 DEC 10 AM 10:35

JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mtg. Tax	\$	
3. Recording Fee	\$	2.50
4. Indexing Fee	\$	3.00
5. No Tax Fee	\$	
6. Certified Fee	\$	1.00
Total	\$	6.50

10 day of September, 1991

Sharon Dubois  
Notary Public

MY COMMISSION EXPIRES MAY 24, 1995

My commission expires: \_\_\_\_\_

First Alabama Bank  
Post Office Box 10247  
Birmingham, Alabama 35202

H. Walker & Associates, Inc.  
Seller/Owner of Property

Harold R. Walker Pres  
Seller/Owner of Property