

# 73000

SELLER'S/OWNER'S AFFIDAVIT AND INDEMNITY

State of Alabama,

County of Bibb

We, Brent Belcher and Olon Belcher, being first duly sworn, on oath depose and state that Olon Belcher Lumber Company, Inc., an Alabama Corporation, owns the following described property:

The Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 5, Township 24 North, Range 13 East, Shelby County, AL, Less and Except three (3) acres in the northeast corner.

We have owned the property now being sold by us continuously for over 43 years, and our enjoyment thereof has been peaceable and undisturbed, and the title to said property has never been disputed 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. Olon Belcher Lumber Company, Inc. purchased the said property from Jim Clark on March 30, 1949 (Deed Book 138, Page 283).
2. Mr. B.E. Reed, a registered land surveyor in the State of Alabama, surveyed the property for Olon Belcher Lumber Co., Inc. in 1960.
3. Olon Belcher Lumber Co., Inc. has painted the boundary trees and/or fences with yellow paint.
4. Olon Belcher Lumber Co., Inc. has paid all Ad Valorem taxes on said property.
5. Olon Belcher Lumber Company, Inc. granted a Quit Claim Deed to New Mountain Missionary Baptist Church, Inc. (Deed Book 324, Page 613). A survey of the Church Lot by Frank Wheeler shows the lot to be adjacent to but not on our property.
6. In recognition of ownership of said property by Olon Belcher Lumber Company, Inc.:
  - a.) L & N Railroad was granted a right-of-way.
  - b.) Plantation Pipeline Co. was granted an easement.
  - c.) Chilton County Natural Gas District was granted an easement.
  - d.) Atlantic Richfield was granted an oil and gas lease.
  - e.) Georgia-Pacific purchased Timber on said property.
7. Sam Lacy's property is not within the boundaries of said property and a survey being performed by R.C. Farmer and Associates will be provided to the Tax Assessor's Office to establish this fact and correct their records.
8. The agreement between Alabama River Woodlands, Inc. and Olon Belcher Lumber Company, Inc. is not transferable to and is non-binding on the buyer of said property.
9. We have caused no construction, erection, alteration

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or repairs of any structures or improvement on the premises above cited to be done, nor have contracted for any materials to be delivered to the premises for which charges therefor remain unpaid.

10. 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.
11. The undersigned has no knowledge of any due taxes or special assessments.
12. The undersigned has not allowed and knows or no violation of any covenants, restrictions, agreements, conditions or zoning ordinances affecting the premises.
13. There are no pending suits, proceedings, judgements, bankruptcies, liens or executions affecting owners rights to said property against said owner, either in the aforesaid county or any other county in the aforesaid state.
14. Any actual or alleged encroachments or disputes between Olon Belcher Lumber Company, and Allied Lime Company and their predecessors are moot and irrelevant regarding said property and its past or existing boundaries, with regard to this transaction.

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 Attorney's 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.

29 day of MAY, 1992  
Harold L. Johnson  
Notary Public

My Commission expires: 4-14-96

OLON BELCHER LUMBER CO., INC.

Olon Belcher  
Olon Belcher, President

Brent Belcher  
Brent Belcher, Secretary

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