

CLOSING ATTORNEY'S AFFIDAVIT

RE: BORROWER(s): Steven D. Brobst & Shelly D. Brobst
LENDER: Griffin Federal Savings Bank
DATE: February 19, 1993

Before the undersigned attesting officer personally appeared the undersigned closing attorney, who having been first duly sworn according to law, states under oath as follows:

In closing the above loan, but prior to the execution of the Mortgage to Secure Debt and "Waiver of Borrower's Rights" by Borrower(s), I reviewed with and explained to the Borrower(s) the terms and provisions of the Mortgage to Secure Debt and particularly the provision thereof authorizing the Lender to sell the secured property by a nonjudicial foreclosure under the power of sale, together with the "Waiver of Borrower's Rights" and informed the Borrower(s) of possible rights under the Constitution of the State of Alabama and the Constitution of the United States to notice and a judicial hearing prior to such foreclosure in the absence of a knowing, intentional and willing contractual waiver by Borrower(s) rights. After said review with and explanation to Borrower(s), Borrower(s) executed the Mortgage to Secure Debt and "Waiver of Borrower's Rights".

Based on said review with and explanation to the Borrower(s), it is my opinion that Borrower(s) knowingly, intentionally and willingly executed the Waiver of Borrower's constitutional rights to notice and judicial hearing prior to any such nonjudicial foreclosure.

Sworn to and subscribed before me
this 19 day of February, 19 93.

Richard T. Davis
Closing Attorney

Margaret M. Lee
Notary Public

My Commission Expires:
2-5-95

Inst # 1993-06095

03/04/1993-06095
01:09 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 MCD 6.50

Kent
Stewart