

STATE OF ALABAMA
SHELBY COUNTY

AFFIDAVIT

Before me, the undersigned authority, a Notary Public, in and for said County, in said State, personally appeared W. Paul Yeager and Clara Y. Yeager, who after being by me first duly sworn, deposed and said as follows:

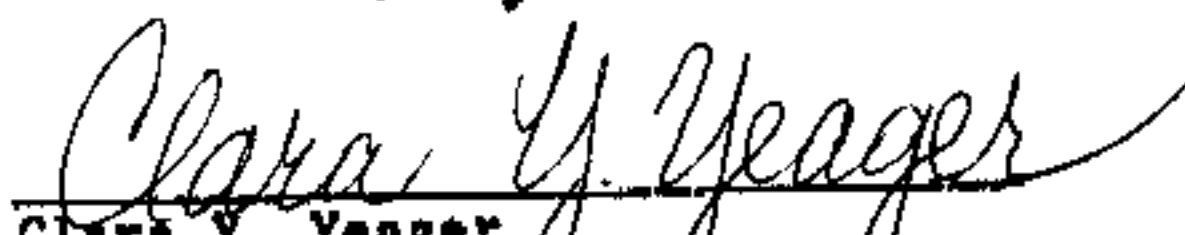
Our names are W. Paul Yeager and Clara Y. Yeager, and we both over the age of 21 years, and familiar with the following facts:

On April 30, 1993, we executed a mortgage to First Alabama Bank, Shelby County, as recorded in Instrument #1993-13340, in the Probate Office of Shelby County, Alabama. Said mortgage covered three parcels of land, Parcels I and II being owned by us, and Parcel III, being owned by Safehouse of Shelby County, Inc. Simultaneously, we executed an assignment of a mortgage on Parcel III made from Safehouse of Shelby County, Inc., to us to First Alabama Bank, Shelby County, as evidenced by the assignment recorded in Instrument #1993-13341. The mortgage inadvertently covered all three parcels of land. It should only have covered Parcels I and II, as we did not own Parcel III, but were conveying our interest in that property by the assignment of the mortgage we held.

This affidavit is given to induce Stewart Title to insure the mortgage to First Alabama Bank, as recited hereinabove, and to further explain the circumstances surrounding the recording of the mortgage. Also, by execution of same, we further testify that we claim no interest in said Parcel III covered by said mortgage, other than our rights as mortgagees.

Further the deponents say not.


W. Paul Yeager


Clara Y. Yeager

Sworn to and subscribed to before me
this 18th day of October, 1993.

Inst # 1993-33090



MY COMMISSION EXPIRES 11/1/93

10/22/1993-33090
02:31 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

001 NEL 8.50

F.A.