

AFFIDAVIT

State of Alabama
County of Jefferson

Before me, the undersigned Notary Public in and for said County and State, personally appeared the Affiant, Martha B. Ferguson, as CEO of Cahaba Title, Inc., who after being duly sworn, did depose as follows:

As agent for First American Title Insurance Company, Cahaba Title, Inc. is relying upon, and has relied upon, the terms and provisions set out in the Mortgage dated December 29, 1995, by and between Weatherly Investment Group, L.L.C., mortgagor, and Steven E. Chambers and wife, Caryn H. Chambers, mortgagees, recorded as Instrument No. 1995-37295 in the Probate Office of Shelby County, Alabama, ("Chambers' Mortgage"), providing that lot releases by AmSouth Bank from the first mortgage to said Bank, dated December 15, 1993, recorded as Instrument No. 1993-40414 in said Probate Office, of lots in parcels 1, 2 and 3 in the said Chambers' Mortgage, are and shall also be automatic lot releases from the said Chambers' Mortgage, and that separate lot releases for said lots by the Chambers (or either of them) shall not be necessary to effectuate releases from the Chambers' Mortgage, all as set out and confirmed in the letter dated June 12, 1996 to me from Raymond P. Fitzpatrick, Esquire of Whiteside and Fitzpatrick, as attorney for the said Chambers'. A copy of said letter is attached hereto as Exhibit "A" and made a part hereof.

Witness my hand and seal this the 16th day of July, 1996.

Martha B. Ferguson
Martha B. Ferguson, as CEO
of Cahaba Title, Inc.

Sworn to and subscribed before me, the undersigned Notary Public on this the 16th day of July, 1996.

Anne B. Shirley
Notary Public

10-15-97

09/16/1996-30361
08:24 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 NCD 13.50

Inst # 1996-30361

Cahaba Title

LAW OFFICES OF
WHITESIDE & FITZPATRICK

SIXTH FLOOR, FARLEY BUILDING
1929 THIRD AVENUE NORTH
BIRMINGHAM, ALABAMA 35203

RAYMOND P. FITZPATRICK, JR.
DAVID P. WHITESIDE, JR.
J. MICHAEL COOPER
R. SCOTT CLARK

TELEPHONE (205) 320-0555
TELECOPIER (205) 320-1444

Exhibit "A"

June 12, 1996

**Via Facsimile (988-5905)
and First Class Mail**

Mrs. Martha Ferguson
Cahaba Title, Inc.
Riverchase Office
1900 Indian Lake Drive
Birmingham, Alabama 35244

Re: Mortgage dated December 29, 1995 by and between Weatherly Investment Group, L.L.C. ("mortgagor") and Steven E Chambers and wife, Caryn H. Chambers ("mortgagees"), recorded as instrument No. 1995-37295, Probate Office of Shelby County

Dear Ms. Ferguson:

You have requested clarification of the release terms of the referenced mortgage (the "Chambers mortgage"). Under the terms of the Chambers mortgage, the mortgagee is given a second mortgage interest in parcels 1, 2 and 3 as described in the mortgage. That second interest is subordinate to the interest of AmSouth Bank by mortgage dated December 15, 1993, recorded at instrument No. 1993-40414, Probate Office of Shelby County (the "AmSouth mortgage"). Pursuant to the terms of the Chambers mortgage, lots sold to bona fide purchasers for value from parcels 1, 2 and 3 that are released from the AmSouth Mortgage during the pendency of the AmSouth mortgage by payment of \$5,000 per lot to AmSouth shall be automatically released from the second Chambers mortgage.

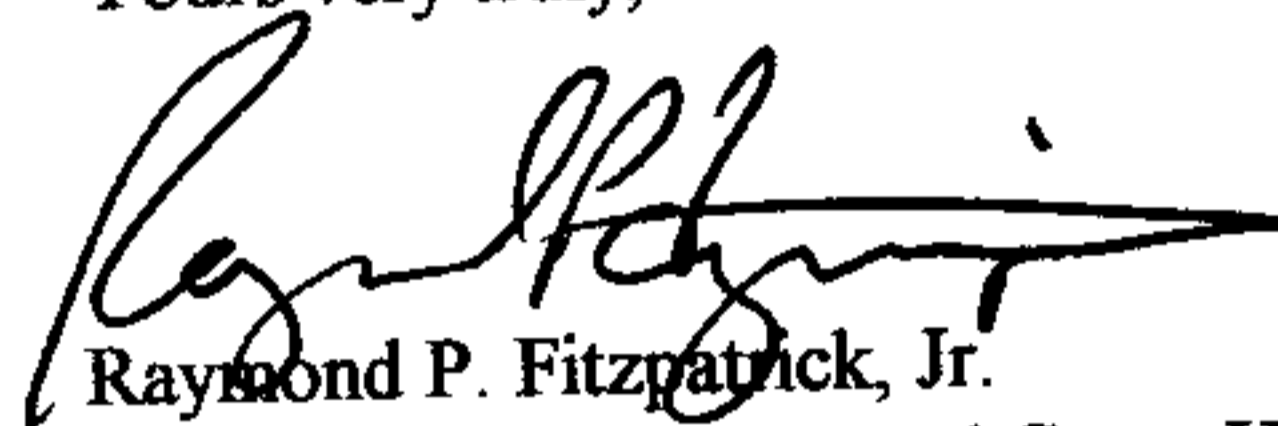
The mortgagor has covenanted and agreed by separate contract that there will be "no further advances, indebtedness, or other obligations secured by said [AmSouth] mortgage." In other words, there will be no extensions or additional sums made the subject of the AmSouth mortgage, the mortgagor will pay to AmSouth \$5,000 per lot to release each lot from the AmSouth mortgage and each individual lot released from the AmSouth mortgage by payment of the lot release fee will then be released from the second mortgage to Chambers. The final termination of the AmSouth mortgage shall *not* operate as a release of the remaining lands from the Chambers mortgage. Upon payment in full of the debt secured by the AmSouth mortgage, the remaining lands will still be subject to the Chambers mortgage and it will be necessary to obtain a release on each lot thereafter sold from the parcels burdened by the Chambers mortgage.

June 12, 1996
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The parties set up this arrangement to avoid the need for releases on each lot when sold during the pendency of the AmSouth mortgage. It was agreed by the parties that upon payment in full of the original debt secured by the AmSouth mortgage, the Chambers mortgage would become the prime mortgage and then the mortgagors would proceed to pay the indebtedness secured by the Chambers mortgage.

Please advise if you have any further questions regarding this matter.

Yours very truly,



Raymond P. Fitzpatrick, Jr.
Attorney for Steven E. and Caryn H. Chambers

RPFjr/deb

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