

**SELLER'S/OWNER'S AFFIDAVIT AND INDEMNITY
JUDGMENT/TAX LIEN/BANKRUPTCY AFFIDAVIT**

State of Alabama
County of Shelby

We, **JOHN B. WHITTON AND CHAD E. BROWNLOW**, being first duly sworn, on oath depose and state that we own the following described property:

LOT 9, ACCORDING TO THE SURVEY OF EAGLE WOOD ESTATES, FIRST SECTOR, AS RECORDED IN MAP BOOK 7 PAGE 45 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

We have owned the property now being sold or mortgaged by us continuously for more than 2 years, and our enjoyment thereof has been peaceable and undisturbed and the title to said property has never been disrupted to our knowledge, nor do we 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 us, and more particularly:

1. No party other than the Sellers/Owners are in possession of all or any portion of the premises above described under any unrecorded leases, tenancy at will or otherwise.
2. The Sellers/Owners during the time of ownership of the premises above described 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 Sellers/Owners have allowed no encroachments on the premises above described by any adjoining land owners nor have the undersigned encroached upon any property of adjoining land owners.
4. The Sellers/Owners 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 have no knowledge of such adverse rights.
5. The Sellers/Owners, at present, and for a period of more than six (6) months past, have caused no construction, erection, alteration or repairs of any structures or improvements on the premises above cited to be done, nor have contracted for any material to be delivered to the premises for which charges therefor remain unpaid.
6. The Sellers/Owners 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 have no knowledge of any due taxes or special assessments (Garbage, municipal, fire dues, etc). All Association dues, if any, are paid current.
8. The undersigned have not allowed and knows of no violation of any covenants, restrictions, agreements, conditions or zoning ordinances affecting the premises.
9. We have always been known as **JOHN B. WHITTON AND CHAD E. BROWNLOW** and have never been known by any other name. We do not have any unpaid obligations, except current bills, neither have we received any notice of any suit or judgments being filed against us, and we certify that there are no pending suits, proceedings, judgments, bankruptcies, liens or executions against us, either in the aforesaid county or any other county or any other state. We are definitely not the same person against whom said judgments and/or tax liens are of record, and specifically, the following:
 10. The undersigned state that no chattel mortgages, conditional sales contracts, security agreements, financing statements, retention of title agreements, personal property leases or the like have been given or are now outstanding as to any materials, fixtures, appliances, furnishings or equipment placed upon, installed in or upon the aforesaid premises or the improvements thereon, and that all plumbing, heating, lighting, refrigerating and other equipment is fully paid for.

07/16/1999-29756
08:20 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

002 NWS 11.00

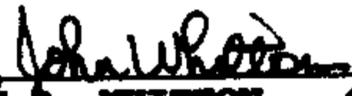
Inst # 1999-29756

11. The undersigned state that there are no mortgages, recorded or unrecorded, no obligators or vendor's liens, on the aforesaid premises or the improvements thereon, except as specified below:

(a) MORTGAGE TO REGIONS MORTGAGE, INC. (TO BE ASSUMED BY ANTHONY E. ZEIGLER AND CONNIE L. ZEIGLER.)

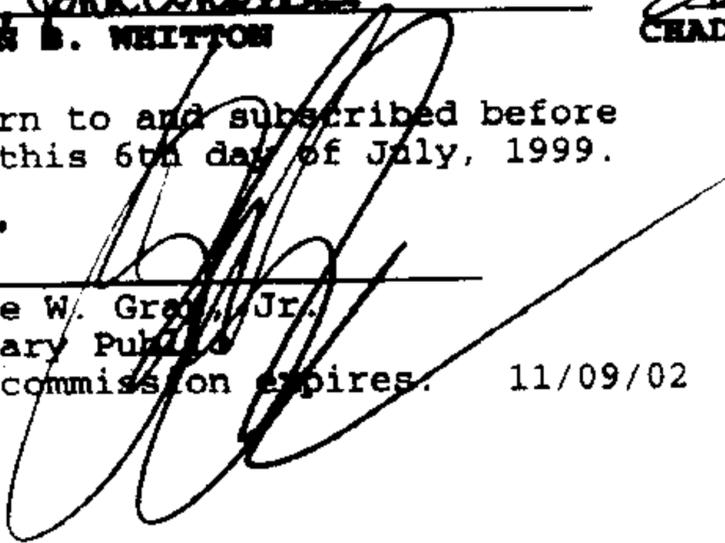
To the extent that any mortgage specified above is an "Equity Line of Credit" the undersigned will notify the holder of the Equity Line of Credit, that the undersigned will not make any future advances, draws, or otherwise increase the debt owed under the Equity Line of Credit, and will further notify the holder of the Equity Line of Credit to close the account and satisfy the mortgage, after payment in full.

This affidavit is given to induce Gene W. Gray, Jr., attorney at law, his agents or assigns, and the designated title company, to issue its title policy/certificate without exception to claims of materialmen's and laborers' liens, survey matters, special assessments, judgments, tax liens and rights of parties in possession, and as an inducement therefor, said affiant agrees to indemnify and hold Gene W. Gray, Jr., attorney at law, his agents or assigns, and the designated title company, harmless of and from any and all loss, cost, damage and expense suffer or incur or become liable for under its said title opinion/title certificate/title policy or policies now to be issued, or any reissue, renewal or extension thereof, directly or indirectly, as a result of any misrepresentation herewith.


JOHN B. WHITTON


CHAD E. BROWNLOW

Sworn to and subscribed before me this 6th day of July, 1999.


Gene W. Gray, Jr.
Notary Public
My commission expires. 11/09/02

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