

SELLER'S/OWNER'S AFFIDAVIT AND INDEMNITY

State of ALABAMA County of SHELBY

I, we, REAMER DEVELOPMENT CORPORATION, being first duly sworn, on oath depose and state that I, we, own the following property:

LOTS 7-12, 48-53, 60-64, ROCKY RIDGE, SHELBY COUNTY, ALABAMA


1. I/We own the property now being sold or mortgaged and, during all the time that I/we owned the property, my 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 the said property might be asserted adversely to me/us, and more particularly:
2. That there are no liens or encumbrances against the property except the lien for ad valorem taxes for the year 1998 and that certain mortgage given to NATIONAL BANK OF COMMERCE OF BIRMINGHAM recorded in the Probate Records of SHELBY County, ALABAMA.
3. That deponent(s) will not increase the outstanding balance of the above described first mortgage if any.
4. That there are no actual or pending suits, proceedings, judgements, bankruptcies, liens or executions against said owner in the State of ALABAMA except the following: NONE
5. The Seller(s)/Owner(s) at present, and for a period of 180 days past, has/have caused no construction, erection, alteration or repairs of any structures or improvements to said property to be done, nor has/have contracted for any material to be delivered to the premises for which damages remain unpaid.
6. The undersigned has no knowledge of any due taxes, special assessments for repairs, roads, sewers, or the like, fire district dues, library dues, or other charges, except as follows: NONE
7. No party other than the Seller(s)/Owner(s) is in possession of all or any portion of the premises above described under any unrecorded leases, tenancy at will or otherwise.
8. The Seller(s)/Owner(s) during the time of ownership of the premises above described has/have conveyed no portion of the premises nor done any act or allowed any act to be done which has charged or could change the boundaries of the premises.
9. The Seller(s)/Owner(s) has/have allowed no encroachments on the premises above described by any adjoining land owners nor has/have the undersigned encroached upon any property of adjoining land owners.
10. The Seller(s)/Owner(s) has/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 has/have no knowledge of such adverse rights.
11. The Seller(s)/Owner(s) has/have no knowledge of any highways, abandoned roads, lanes, cemetery or family burial grounds bordering or running through said premises.
12. The undersigned has not allowed, and knows of no violation of any covenants, restrictions, agreements, conditions of zoning, or zoning ordinances, affecting the premises.

This affidavit is given to induce BTS, 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 inducement therefor, said affiant agrees to indemnify and hold the aforementioned Title Insurer and/or its agent harmless of and from any and all loss, cost, damage and expense of every kind, including attorneys' fees, which said aforementioned Title Insurer and/or its agent 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.

REAMER DEVELOPMENT CORPORATION


JOHN G. REAMER, JR., PRESIDENT

Sworn to and subscribed before me this 11th day of July, 2000.


Notary Public
My Commission Expires: 7/11/02

Inst # 2000-23617

07/14/2000-23617
08:49 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

001 MMS 8.50