## STATE OF ALABAMA COUNTY OF SHELBY

## AFFIDAVIT AS TO LIENS AND ENCUMBRANCES

ON THIS, BEFORE ME PERSONALLY APPEARED, OWNER OF PROPERTY AND/OR GENERAL CONTRACTOR, TO ME PERSONALLY KNOWN, WHO, BEING DULY SWORN ON (HIS/HER) OATH(S), DID SAY THAT ALL OF THE PERSONS, FIRMS AND CORPORATIONS, INCLUDING THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS WHO HAVE FURNISHED SERVICES, LABOR OR MATERIALS ACCORDING TH PLANS AND SPECIFICATIONS, OR EXTRA ITEMS, USED IN THE CONSTRUCTIONS OR REPAIR OF BUILDINGS AND IMPROVEMENTS ON THE REAL ESTATE HEREINAFTER DESCRIBED, HAVE BEEN PAID IN FULL AND THAT SUCH WORK HAS BEEN FULLY COMPELTED AND ACCEPTED BY THE OWNER.

AFFIANT FURTHER SAYS THAT NO PRCEEDINGS IN BANKRUPTCY OR RECEVIESHIP HAVE BEEN INSTITUTED BY OR AGAINST HIM/THEM.

AFFIANT FURTHER SAYS THAT NO CLAIMS HAVE BEEN MADE TO AFFIANT BY, NOR IS ANY SUIT NOW PENDING ON BEHALF OF ANY CONTRACTOR, SUBCONTRACTOR, LABORER OR MATERIALMAN, AND FURTHER THAT NO CHATTEL MORTGAGES, CONDITIONAL BILLS OF SALE, RETENTION OF TITLE AGREEMENT, SECURITY AGREEMENTS, FINANCING STATEMENTS, OR PERSONAL PROPERTY LEASES HAVE BEEN GIVEN OR ARE OUTSTANDING AS TO ANY FIXTURES, APPLIANCES, OR EQUIPMENT WHICH ARE NOW INSTALLED IN OR UPON SAID REAL PROPERTY, OR THE IMPROVEMENTS THEREON.

AFFIANT FURTHER SAYS THAT THERE ARE NO OUTSTANDING DEEDS OF TRUST, MORTGAGES, JUDGMENT LIENS, MECHANICS OR MATERIALMENS LIENS FILED OF RECORD OR UNFILED CLAIMS OR ANY OTHER LIENS OR ENCUMBRANCES OF ANY KIND EXCEPT AS FOLLOWS:

Judgement in the amount of \$1272.45, plus court costs from Furniture Plus, Inc., vs. Deborah Taylor filed 5/15/00 in volume 2000, page 15824, Case No. SM1999-010253.00 Attorney: John R. Fawley, Jr.

AFFIANT ON BEHALF OF SAID OWNER OF PROPERTY AND/OR GENERAL CONTRACTOR DOES FOR A VALUABLE CONSIDERATION HEREBY AGREE AND GUARANTEE TO HOLD TITLE SOURCE, INC (BY REASON OF THE FACT THAT IT HAS ISSUED ITS TITLE INSURANCE POLICIES), HARMLESS AGAINST ANY LIENS, CLAIMS OR SUIT OF OR BY ANY GENERAL CONTRACTOR, MECHANIC OR MATERIALMAN, AND AGAINST CHATTLE MORTGAGES, CONDITIONAL BILLS OF SALES, RETENTION OF TITLE AGREEMENTS, SECURITY AGREEMENTS, FINANCING STATEMENTS, OR PERSONAL PROPERTY LEASES IN CONNECTION WITH THE CONSTRUCTION, REPAIR OR SALE OF SUCH BUILDING OR IMPROVEMENTS ON SAID REAL ESTATE.

THE REAL ESTAT AND IMPROVEMENTS REFERRED TO HEREIN ARE DESCRIBED AS FOLLOWS, TO-WIT: SEE ATTACHED "EXHIBIT A" FOR LEGAL DESCRIPTION

DATE: 9-18-00	AFFIANT Saylor
SUBSCRIBED AND SWORN TO BEFOE ME ON THIS DAY OF	AFEIANT SEPTEMBER 2000. NOPARY PUBLIC
COMMISSION EXPIRES: May 7, 2002	2000-33921
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09/26/2000-33921 01:53 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 11.00

File Number:

203403

## Exhibit A Legal Description

State of Alabama Shelby County

Commence at the NW corner of the NE ¼ - SE ¼, Section 15, Township 20 South, Range 1 West, Shelby County, Alabama; thence S 03° 28' 10" West (486.54' actual distance) (By Deed 429.91 feet to an iron pin); thence S 69° 08' 57" E, 089.81 feet to an iron pin; thence N 43° 52' E, 120 feet to an iron pin; thence S 69° 08' 57" E, 141.88 feet to a set Re-bar, which is the point of beginning; thence N 43° 52' 05" E, 193.27 feet to a set Re-bar; thence 66° 39' 57" E, 248.18 feet to a set Re-bar; which is located on the Northwest right-of-way of/ County Road No. 333; thence S 43° 52' W along said right of way, 181.58 feet to a set Re-bar; thence N 69° 08' 57" W, 252.52 feet to a set Re-bar, which is the point of beginning. Parcel of land lying in the NE ¼ - SE ¼ Section 15, Township 20 South, Range 1 West, Shelby County, Alabama.

This property being the same property conveyed to Terry Taylor and wife, Deborah Taylor by Linda G. Snider, a married woman by deed dated 3/15/96 and recorded 3/29/96 in volume 1996 Page 10293

Inst # 2000-33921

09/26/2000-33921
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SHELBY COUNTY JUDGE OF PROBATE
11.00