

22455

This instrument prepared by:
CROSSROADS MORTGAGE, INC.
2 Perimeter Pk S, Ste 440 W
Birmingham, AL 35243
State of AL
County of SHELBY

AFFIDAVIT

We, the undersigned, having been duly sworn do hereby make oath as follows:

1. That we are of legal age and the owners of the real estate this day mortgaged, encumbered, and conveyed in trust by us to secure a loan made from CROSSROADS MORTGAGE, INC. hereinafter referred to as "Lender."
2. That we know of no claim being made by any parties to any interest or right in the real estate being used as collateral which has not been disclosed to the Lender.
3. That at the time of signing this affidavit affiant is a **MARRIED** person and has no knowledge of any other person claiming an interest in this property except **NO**
4. That no alterations, repairs or improvements have been commenced, or completed, on said real estate mentioned above within the last twelve (12) months except **NO**
5. That all bills for labor and materials used in any alterations, repairs, or improvements commenced or completed on said real estate mentioned above within the last twelve (12) months, have been paid in full and that there are no persons with any right to file or perfect a mechanics or furnishers' lien which would result in a lien or judgement lien on the above mentioned real estate superior to the lien instrument of lender mentioned in paragraph 1 above except **NO**
6. That at the time of signing this affidavit states that borrower is one and the same person as Michael Baker, Michael Edward Baker
7. That at the time of signing this affidavit states that co-borrower is one and the same person as Starlyn Baker, Starlyn Reed Baker
8. Affiant further states that they have been advised by the closing agent that the loan documents which they are executing this date in regard to the loan being made to them do not have prior approval of or acceptance by the investor which has issued its commitment to purchase the loan. In consideration of this closing, Affiant further agrees that immediately upon request of Lender we will execute whatever additional documents may be required, or will correct documents already signed, in order to make this loan eligible for purchase by the investor. Any revisions or corrections will be in conformity with the loan commitment. Any Request for the additional documents or for corrections shall be prima facie evidence of the necessity for same. Failure or refusal of Borrowers to execute the required additional documents or to correct those already executed, shall constitute a default under the terms of the loan documents and shall give Lender the option of declaring all sums secured by the loan documents immediately due and payable.
9. That this Affidavit is executed for the purpose (a) of inducing the Lender to make to us a loan secured by a lien on our real estate, and (b) of the Lender submitting this Affidavit to any title insurance company, if any, insuring its lien instrument, so that the Lender may obtain insurance against unrecorded "mechanic's liens," and when this Affidavit is so submitted to a title insurance company, said company may rely hereon and be entitled to all rights and causes of action accruing because of any false statement herein as fully as if said title insurance was specifically named herein.

Michael E. Baker
MICHAEL E BAKER

Starlyn J. Baker
STARLYN J BAKER

State of AL

County of Jefferson

Sworn to and subscribed before me this 15

Inst # 2001-20978
day of MAY, 2001

Notary Public

1011912 (9910)

ELECTRONIC LASER FORMS, INC. (800)327-0545

05/23/2001-20978
12:12 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 MEL 11.00