


First American Title Insurance Company

CONTRACTOR'S AFFIDAVIT OF NON-COMMENCEMENT OF CONSTRUCTION

State of Alabama

County of JEFFERSON


20040519000266380 Pg 1/1 11.00
Shelby Cnty Judge of Probate, AL
05/19/2004 03:11:00 FILED/CERTIFIED

On this 14th day of May, 2004, 19____, before me personally
appeared Debbie G. Maple, Treasurer of Thornton, General Contractor, to me personally
Construction Company, Inc.
known, who, being duly sworn on his oath, did say that he is the General Contractor who proposes to construct
building or other improvements on the property hereinafter described; that _____

has made a loan to finance such construction which is secured by a mortgage or deed of trust filed for record in
Book *_____, Page _____ of the official recording office of the County of Shelby,
State of Alabama; that as of the date hereof, which is a date subsequent to said date of filing
of the said mortgage or deed of trust, no materials or equipment were situated on the said premises and there
was no material or equipment nor anything whatsoever thereon to evidence the commencement or intent to
commence construction. *Inst # 20040519000266370

That this affidavit is made for the purpose of inducing the making of a loan on said property and
FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, to issue its policy or policies
insuring the title to said property without exception to claims of mechanics, materialmen and laborers, and said
affiant does hereby agree to indemnify and hold FIRST AMERICAN TITLE INSURANCE COMPANY
harmless of and from any and all loss, cost, damage, and expense of every kind, including attorneys' fees, which
said FIRST AMERICAN TITLE INSURANCE COMPANY shall or may suffer or incur or become liable for
under its said policy or policies directly or indirectly, out of such improvements, repairs or other construction on
the property hereafter described or on account of any such mechanics' or materialmen's lien or liens or claim or
claims, or in connection with its enforcement of its rights under this agreement; said affiant does further hereby
subordinate in favor of said lender, and all parties claiming by, through or under affiant all right that said affiant,
and its successors and assigns, may now or hereafter have to a lien upon the property hereinafter described, by
virtue of the laws of the State in which said property is located or any amendments of said laws; and said affiant
does further warrant that affiant has not and will not assign any claims for payment, nor any right to perfect a
lien against said property, and that affiant has the right to execute this subordination.

The real estate referred to herein is situated in the County of Shelby,
State of Alabama, and is briefly described as:

Lot 13, Chesser Cottages

Executed, subscribed and sworn to before
me the day and year above written,

Kay H. Tyle
Notary Public
My commission expires 11-6-04

Thornton Construction Company,
Inc.
BY: Debbie G. Maple
General Contractor
Debbie G. Maple
Treasurer