



AFFIDAVIT AS TO TERMINATION OF UCC FINANCING STATEMENT

BEFORE ME, the undersigned Notary Public in and for said County and State, personally appeared the undersigned, who being by me first duly sworn depose, certifies and states as follows:

1. In 1993, AmSouth Bank made a loan to PELHAM AUTOMACHINE, INC. which was secured in part by a UCC financing statement recorded as Instrument 1993-11414 in the Office of the Judge of Probate of Shelby County, Alabama.

2. At that time, PELHAM AUTOMACHINE, INC. was one of the tenants of the following described property, to wit:

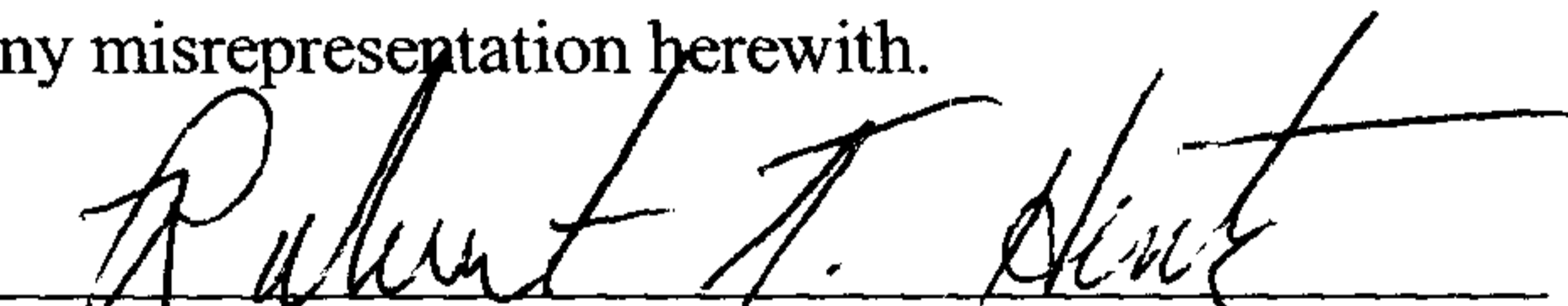
(2169 Pelham Parkway, Pelham, Alabama)

A tract of land situated in the SW ¼ of the NW ¼ of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, and more particularly described as follows: Commence at the NE corner of said SW ¼ of the NW ¼; thence run West along the North line thereof a distance of 313.96 feet; thence an angle left of 99 degrees 01 minutes and run a distance of 175 feet; thence an angle right of 66 degrees 06 minutes and run a distance of 224.93 feet; thence an angle left of 95 degrees and run a distance of 261.775 feet to the point of beginning; thence continue along last described course a distance of 157.065 feet; thence an angle right of 95 degrees and run a distance of 250 feet; thence an angle right of 85 degrees and run a distance of 157.065 feet; thence an angle right of 95 degrees and run a distance of 250 feet to the point of beginning.

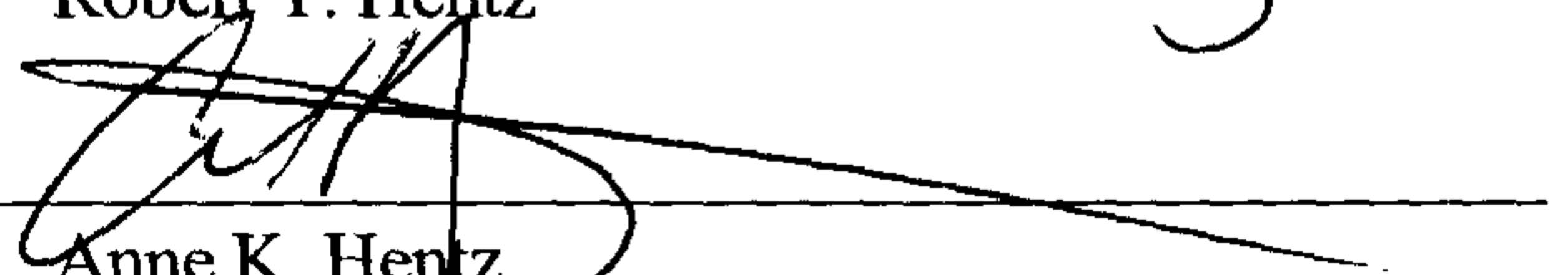
3. Since that time, PELHAM AUTOMACHINE, INC. has vacated the above described premises taking with it all of its equipment and fixtures to which this aforementioned UCC financing statement can attached.

4. Further since this aforementioned UCC financing statement has never been continued, it terminated in accordance with its terms during the year of 1998.

The undersigned makes this affidavit to induce COMMONWEALTH LAND TITLE INSURANCE COMPANY (hereinafter "Title Company") to issue a mortgagee's title insurance policy to PORTER BRIDGE LOAN COMPANY, INC. ("Lender") in connection with a loan, free of any exception for this UCC financing statement. As an inducement therefor, the undersigned agrees to indemnify and hold Title Company and/or its agent harmless of and from any and all loss, cost, damage and expense of every kind, including attorneys' fees, which the Title Company 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, if the Title Company determines to issue the policy without reference to the aforementioned UCC financing statement, as a result of any misrepresentation herewith.

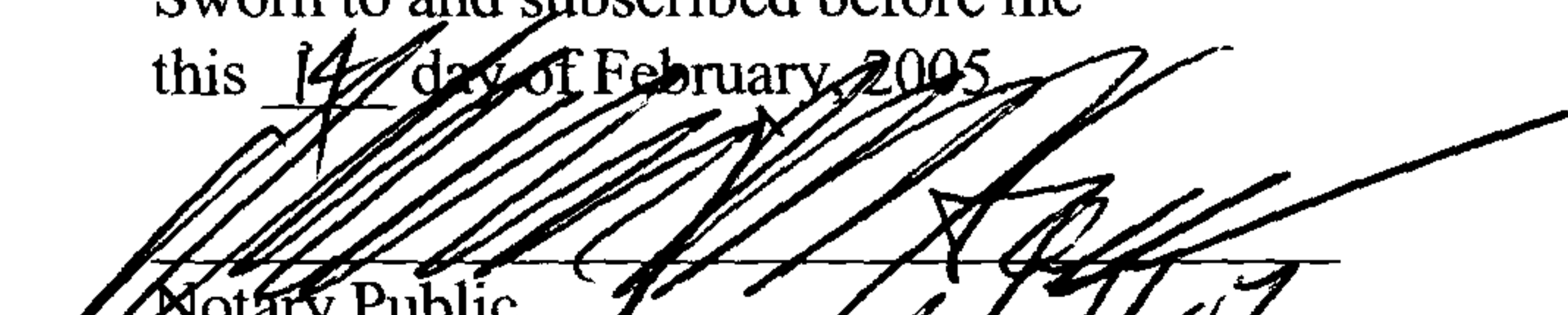


Robert T. Hentz



Anne K. Hentz

Sworn to and subscribed before me
this 14 day of February, 2005



Notary Public
My Commission Expires: 01/11/07