

THIS INSTRUMENT WAS PREPARED BY: MIKE T. ATCHISON, ATTORNEY AT LAW
P.O. BOX 822
COLUMBIANA, ALABAMA 35051

STATE OF ALABAMA
SHELBY COUNTY

AFFIDAVIT

Before me, the undersigned authority, a Notary Public, in and for said County, in said State, personally appeared LARRY GUY and RUTH GUY, who after being by me first duly sworn, depose and say on oath as follows:

Our names are LARRY GUY and RUTH GUY, and we are over the age of 21 years, and are familiar with the following facts:

We are the owners of the following described property, to-wit:

PARCEL I:

Commence at the Northwest corner of Section 25, Township 24 North, Range 15 East, Shelby County, Alabama; thence run easterly along the North line of said Section 25, a distance of 1,353.27 feet to a point; thence turn an angle of 51 degrees 15 minutes 26 seconds to the right and run southeasterly a distance of 192.32 feet to a point; thence turn an angle of 51 degrees 15 minutes 26 seconds to the left and run easterly a distance of 46.55 feet to the point of beginning of the property being described; thence continue along last described course a distance of 46.54 feet to a point; thence turn an angle of 34 degrees 33 minutes 42 seconds to the right and run southeasterly a distance of 298.49 feet to a point on the West water line of Reed Creek Slough of Lay Lake; thence turn an angle of 119 degrees 43 minutes 44 seconds to the right and run southwesterly along the said water line of said Lay Lake a chord distance of 85.0 feet to a point; thence turn an angle of 69 degrees 24 minutes 37 seconds to the right and run northwesterly a distance of 298.45 feet to the point of beginning.

PARCEL II:

Commence at the Northwest corner of Section 25, Township 24 North, Range 15 East, Shelby County, Alabama; thence run easterly along the North line of said Section 25, 1,353.27 feet to a point; thence 51 degrees 15 minutes 26 seconds right and run 192.32 feet to the point of beginning of the property being described; thence continue along last described course 172.90 feet to a point; thence 52 degrees 43 minutes right and run 25.22 feet to a point on the water line of Lay Lake; thence 59 degrees 0 minutes left and run 12.13 feet to a point; thence 32 degrees 03 minutes right and run 40.0 feet to a point; thence 43 degrees 0 minutes left and run 24.0 feet to a point; thence 29 degrees 0 minutes left and run 39.0 feet to a point; thence 16 degrees 30 minutes left and run 85.0 feet to a point; thence 124 degrees 49 minutes 23 seconds left and run 298.45 feet to a point; thence 43 degrees 42 minutes 03 seconds left and run 46.55 feet to the point of beginning.

According to the survey of Joseph E. Conn, Jr., dated July 19, 1982.1
Situated in Shelby County, Alabama.

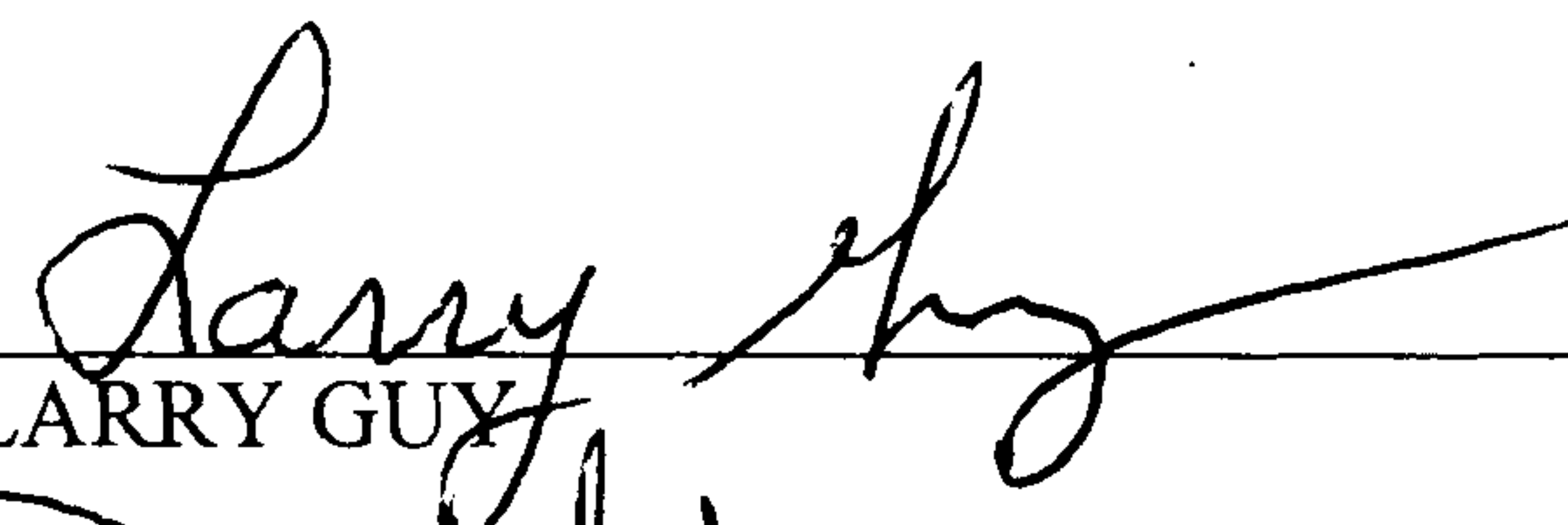
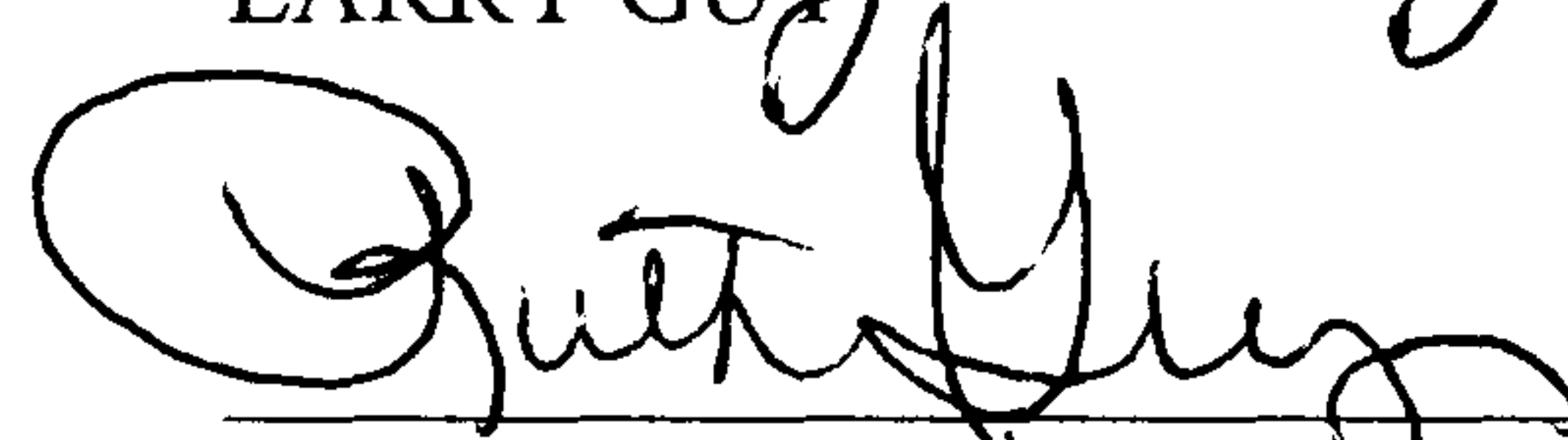
We made a mortgage to Marvel City Federal Credit Union in 1987, as recorded in Real Record 162, Page 927, in the Probate Office of Shelby County, Alabama. It has been brought to our attention that said mortgage has not been released of record. This loan was paid in full in 1987, and there has been no attempt to collect any debt under this mortgage since the payoff of same.

Also, there are easements granting access to the above described property, as recorded in Instrument #1993-29568, as corrected and re-recorded in Instrument #1993-39861, in the Probate Office of Shelby County, Alabama. This easement has been used by us and by other parties openly as access to our property for at least 15 years, and there has never been any attempt to deny access to the above described property.

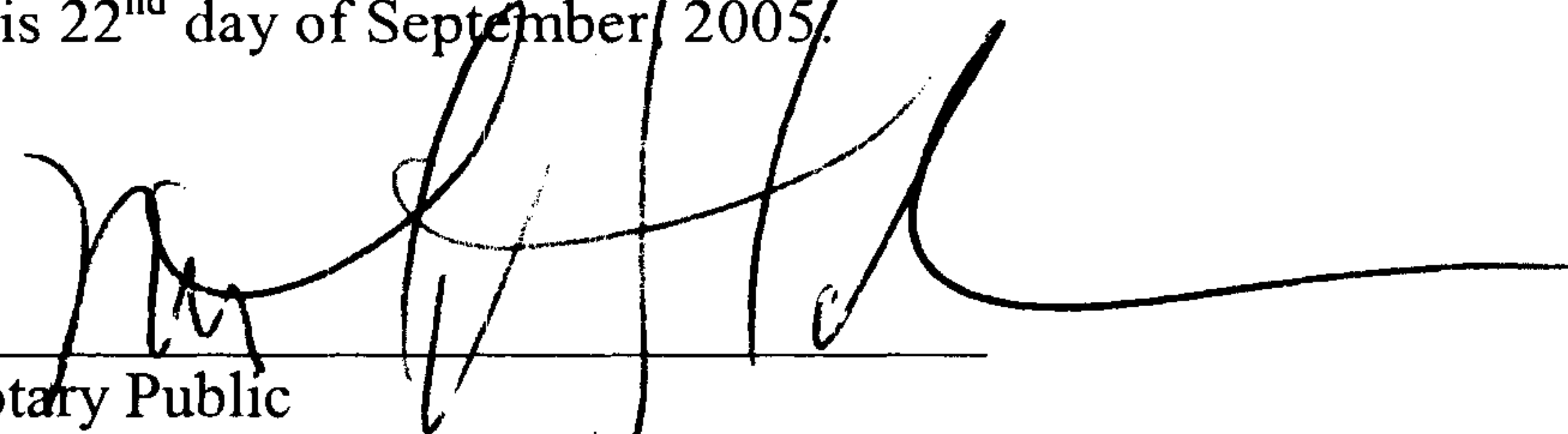
This affidavit is given to induce Stewart Title Guaranty Company to issue its final title policies under Case No. S-05-13968, as issued by Shelby County Abstract & Title Company, Inc.

We do further indemnify and agree to hold harmless Mike T. Atchison, Shelby County Abstract & Title Company, Inc., Stewart Title Guaranty Company, Lowe & Associates Realty, Inc., E.L. Nichols, and Melba F. Nichols, from any loss occurring as the result of any collection or of any attempt to collect any indebtedness under the above recited mortgage.

Further the affiant said not.


LARRY GUY

RUTH GUY

Sworn to and subscribed to before me
This 22nd day of September, 2005.


Notary Public



My commission expires: