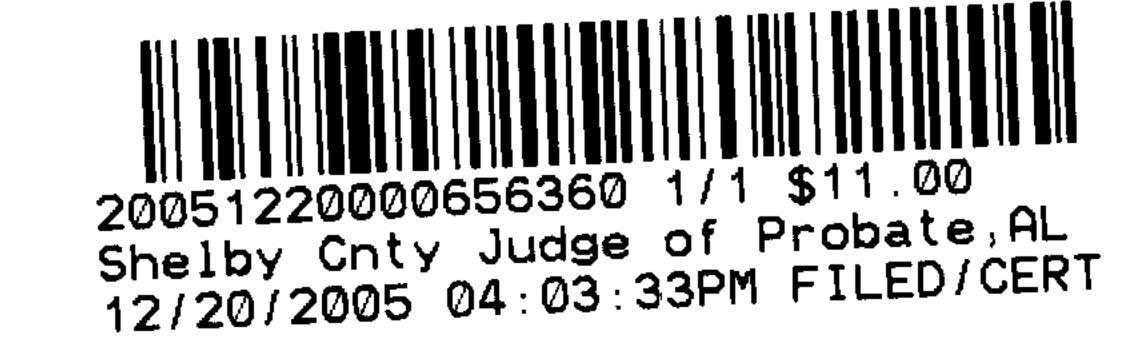


MVT 92-43 (Rev. 12/99)



P. O. Drawer 2428 / Jackson, Mississippi 39225-2428 / Telephone (601) 969-0222

State of Alabam.	AFFIDAVI	T AND AGREEMENT
County of She/by		
	(OWNER	S AND CONTRACTORS) (FINAL)
PERSONALLY appeared before duly sworn states on oath:	me, the undersigned authority in and for sai	d county and state, the undersigned owner, purchaser and/or contractor, who after being fire
They are/he is the owner and/or get $Shelby$	eneral or	contractor in connection with improvements on the real property situated in the County of
	Crest Lane	known as
Pelham, AL	35124	
more particularly described in the	Deed of Trust, Mortgage or other Security In	nstrument in favor of
dated	, securing the sum of \$, and filed or to be filed for record in the office of the recorder of the count
in which the above land is located	l, which Deed of Trust, Mortgage or other Se	curity Instrument is a valid first lien on said premises: and,
The owner has no interest or own	arantee made and obtain amidavit and agreer	cts have been let or guarantees of payment made by the undersigned owner to anyone othe ment for each) contractor has no interest in the real property described above, except:
mone		
The undersigned owner has inspect the subject premises, unless other	ted the premises before making this affidavit wise stated: (List discrepancies and nature of	and found all work satisfactory to owner; and that the undersigned owner is in possession or of possession other than by owner)
none		
The contractor has been paid in further surrender any and all lien or claim of described above, except: (If none.	or lien to the date for which payment is	performed and materials furnished on the above project and does hereby waive, release and made, for labor, services, and/or materials furnished by the undersigned upon the premises
none		
The owner and/or contractor has/le or services performed and materials	nave paid in full any and all amounts due arc s furnished to the undersigned in connection w	chitects, engineers, surveyors, attorneys, sub-contractors, materialmen and laborers for work ith the construction of the improvements on the above property, except: (If none, state "None")
none		
	of any unpaid bills or claims for labor or serv	vices performed or materials furnished on above project, except: (If none, state "None")
mone		
biobeith leases of the like have be	en given or are now outstanding as to any n	contracts, security agreements, financing statements, retention of title agreements, personal naterials, fixtures, appliances, furnishings or equipment placed upon, installed in or upon the phting, refrigerating and other equipment is fully paid for; and,
and as an inducement therefor, the Title Insurance Company of and for Company/Old Republic National Title renewal or extension thereof, or a new and or extension thereof, or a new and the company of the control of th	undersigned does hereby agree to indemnify a rom any and all loss, cost, damage and experience Company shall suffer or may suffer we policy anytime issued upon said real estate	ce Company/Old Republic National Title Insurance Company to issue its policy or policies of herein as to any possible unfiled mechanics' or materialmen's lien, and in consideration thereof, and hold harmless the said Mississippi Valley Title Insurance Company/Old Republic National bense of every kind including attorney's fees, which said Mississippi Valley Title Insurance or or incur or become liable for under its said policy or policies now to be issued, or any reissue, a part thereof or interest therein arising, directly or indirectly, out of or on account of any such ad's unpaid bills or in connection with its enforcement of its rights under this agreement.
The undersigned purchaser(s) (if a the above described land, except:	pplicable) state(s) that he/they has/have no (If none, state "None").	notice of any unpaid bills or claims for labor or services performed or materials furnished on
		Contractor
	•	x Wahy Caller
Purchaser (If Applicable)		Rodney Collins
SWORN TO AND SUBSCRIBED b		or purchaser, whose signature appears above, this the
My Commission Expires:	127/06	Zeik a. Morgan