

# SELLER'S AFFIDAVIT AND INDEMNITY

STATE OF ALABAMA }  
COUNTY OF SHELBY }

I (we), Douglas D. Eddleman of CHELSEA PARK, INC., being first duly sworn, on oath depose and state that I/we own the following property:

Lot 1-50, according to the Survey of Chelsea Park, First Sector, Phase J II, as recorded in Map Book 36, Page 34, in the Probate Office of Shelby County, Alabama

I/We own the property now being sold and, during all the time that I/we owned the property, my enjoyment thereof has been peaceable and undisturbed and the title to said property has never been disputed to my knowledge, nor do I know of any facts by reason of which the title to, or possession of, said property might be disputed or be reason of which any claim to any of said property might be asserted adversely to me/us, and more particularly:

1. No party other than the Seller(s) is in possession of all or any portion of the premises above described under any unrecorded leases, tenancy at will or otherwise.
2. The Seller(s) during the time of ownership of the premises above described has conveyed no portion of the premises nor done any act or allowed any act to be done which has changed or could change the boundaries of the premises.
3. The Seller(s) has allowed no encroachments on the premises above described by any adjoining land owners nor has the undersigned encroached upon any property of adjoining land owners.
4. The Seller(s) has/have allowed no easements, rights of way, continuous driveway usage, drain, sewer, water, gas or oil pipeline or other rights of passage to others over the premises above described and has/have no knowledge of such adverse rights.
5. The Seller(s), at present, and for a period of six months past, has/have caused no construction, erection, alteration or repairs of any structures or improvements on the premises above cited to be done, nor has/have contracted for any material to be delivered to the premises for which charges therefor remain unpaid.
6. The Seller(s) has/have no knowledge of any highways, abandoned roads, lanes, cemetery or family burial grounds, springs, streams, rivers, ponds, lakes, bays or tidal waters bordering or running through said premises.
7. The undersigned has no knowledge of any due taxes or special assessments.
8. There are no unpaid fire dues or library dues or municipal assessments due for the above cited premises.
9. The undersigned has not allowed and knows of no violation of any covenants, restrictions, agreements, conditions or zoning ordinances affecting the premises.
10. That there are no pending suits, proceedings, judgments, bankruptcies, liens or executions against said owner either in the aforesaid county or any other county in the aforesaid state.

This affidavit is given to induce NOVUS TITLE, LLC, to issue its title insurance policy or policies without exception to claims of materialmen's and laborers' liens, survey matters, special assessments and rights of parties in possession, and as an inducement therefor, said affiant agrees to indemnify and hold NOVUS TITLE, LLC harmless of and from any and all loss, cost, damage and expense of every kind, including attorneys' fees, which said NOVUS TITLE, LLC 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, as a result of any misrepresentation herewith.

CHELSEA PARK, INC.

by

Douglas D. Eddleman, President

State of ALABAMA }  
County of JEFFERSON }

Sworn to and subscribed before me, this 2nd day of August, 2007.

Notary Public

My Commission expires:

6-5-2011