MISSISSIPPI VALLEY TITLE
Insurance Company

OLD REPUBLIC
National Title Insurance Company

20071029000496660 1/2 $14.00
Shelby Cnty Judge of Probate, AL
10/29/2007 08:52:06AM FILED/CERT

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

AFFIDAVIT AND AGREEMENT

State of ALABAMA

County of SHELBY

(OWNERS AND CONTRACTORS)
(FINAL)

PERSONALLY appeared before me, the undersigned authority in and for said county and state, the undersigned owner, purchaser and/or contractor, who after being first duly sworn states on oath:

They are/he is the owner and/or general or _____ contractor in connection with improvements on the real property situated in the County of SHELBY, State of ALABAMA known as NEW VISION CHRISTIAN CHURCH 2383 County Rd. Hwy 95, HELENA AL 35080

more particularly described in the Deed of Trust, Mortgage or other Security Instrument in favor of COVENANT BANK, dated 10-24-2007, securing the sum of $ 992,000.00, and filed or to be filed for record in the office of the recorder of the county in which the above land is located, which Deed of Trust, Mortgage or other Security Instrument is a valid first lien on said premises: and,

The undersigned owner states that of his personal knowledge, no other contracts have been let or guarantees of payment made by the undersigned owner to anyone other than: (List each contract let or guarantee made and obtain affidavit and agreement for each) NONE

The owner has no interest or ownership in the contracting firm or firms and the contractor has no interest in the real property described above, except:

NONE

The undersigned owner has inspected the premises before making this affidavit and found all work satisfactory to owner; and that the undersigned owner is in possession of the subject premises, unless otherwise stated: (List discrepancies and nature of possession other than by owner) NONE

The contractor has been paid in full for all amounts due for work or services performed and materials furnished on the above project and does hereby waive, release and surrender any and all lien or claim or right of lien to the date for which payment is made, for labor, services, and/or materials furnished by the undersigned upon the premises described above, except: (If none, state "None") NONE

The owner and/or contractor has/have paid in full any and all amounts due architects, engineers, surveyors, attorneys, sub-contractors, materialmen and laborers for work or services performed and materials furnished to the undersigned in connection with the construction of the improvements on the above property, except: (If none, state "None")

NONE

The owner has received no notice of any unpaid bills or claims for labor or services performed or materials furnished on above project, except: (If none, state "None")

NONE

The owner and/or contractor states that no chattel mortgages, conditional sales contracts, security agreements, financing statements, retention of title agreements, personal property leases or the like have been given or are now outstanding as to any materials, fixtures, appliances, furnishings or equipment placed upon, installed in or upon the aforesaid premises or improvements thereon, and that all plumbing, heating, lighting, refrigerating and other equipment is fully paid for; and,

NONE

The owner and/or contractor hereby request(s) Mississippi Valley Title Insurance Company/Old Republic National Title Insurance Company to issue its policy or policies of title insurance, or endorsements thereto, upon said real estate without exception therein as to any possible unfiled mechanics' or materialmen's lien, and in consideration thereof, and as an inducement therefor, the undersigned does hereby agree to indemnify and hold harmless the said Mississippi Valley Title Insurance Company/Old Republic National Title Insurance Company of and from any and all loss, cost, damage and expense of every kind including attorney's fees, which said Mississippi Valley Title Insurance Company/Old Republic National Title Insurance Company shall suffer 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, or a new policy anytime issued upon said real estate, part thereof or interest therein arising, directly or indirectly, out of or on account of any such mechanics' or materialmen's liens, claim or claims as a result of the undersigned's unpaid bills or in connection with its enforcement of its rights under this agreement.

The undersigned purchaser(s) (if applicable) state(s) that he/they has/have no notice of any unpaid bills or claims for labor or services performed or materials furnished on the above described land, except: (If none, state "None"). NONE

NOT LOCATED IN FIRE ZONE DISTRICT WHICH ASSESSES PROPERTY OWNER FIRE DUES.

X _____ ~~Contractor~~ OWNER

X _____

X _____ Owner (Or Seller)

_____ Purchaser (If Applicable)

SWORN TO AND SUBSCRIBED before me, by the owner(or seller), contractor or purchaser, whose signature appears above, this the 24th day of October, 2007

My Commission Expires: 03-27-2011

Melinda Marsh
Notary Public

MVT 92-43 (Rev. 12/99)

20071029000496660 2/2 $14.00
Shelby Cnty Judge of Probate,AL
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CITY OF HELENA

816 Highway 52 East
P.O. Box 613
Helena, AL 35080-0613
Phone (205) 663-2161
Fax (205) 663-9276

Mayor
Charles W. "Sonny" Penhale

City Clerk / Treasurer
Peggy C. Dunaway

Council Members
Colleen Kelley Lenz
Barbara F. Hyche
Thomas F. Lefebvre
Jerry Deon Pate
Katherine E. Ennis

October 22, 2007

RE: 2383 Co.Hwy. 95
Helena, Al. 35080
New Vision Christian Church - Re-fi

TO WHOM IT MAY CONCERN: Covenant Bank

Attn: Tracey Patterson

This letter is to advise there are no current municipal assessments against the above referenced property located in the City of Helena.

There is a charge of $10.00 for the assessment letter and make check payable to "City of Helena" and mail to the address listed above. *This fee is applicable whether you close on the property or not.*

This letter will expire thirty (30) days from the above date.

Peggy C. Dunaway
City Clerk/Treasurer