

Document Prepared By:
Law Office of John A. Gant, P.C.
200 Office Park Drive, Suite 210
Birmingham, Alabama 35223

STATE OF ALABAMA)
COUNTY OF JEFFERSON)


20071214001885260 1/4
Bk: LR200717 Pg:26615
Jefferson County, Alabama
I certify this instrument filed on:
12/14/2007 09:49:23 AM AFF
Judge of Probate- Alan L. King

AFFIDAVIT

Before me, the undersigned, a Notary Public in and for said county in said State, personally appeared RHONDA R. WILSON who, being by me first duly sworn, deposes and states as follows:

- 1) I am the MANAGING MEMBER for M & C HOLDINGS, LLC, an Alabama Limited Liability Company, who is the Owner of the property located at 3973 River Pointe Lane, Unit 16, Birmingham, AL 35216 more particularly described as:

See attached Exhibit "A"
- 2) The Mortgage, Assignment of Rents and Leases, and Security Agreement dated 10/31/2006 from River Pointe Development, LLC, an Alabama Limited Liability Company to The Housing Enterprise of Central Alabama, LLC, in the original principal amount of \$5,950,000.00, filed for record 10/31/2006, recorded in Book LR 200617, page 26057, in the Probate Office of Jefferson County, Alabama. Re-filed on 11/3/2006, recorded in Instrument 20061103000542400, in the Probate Office of Shelby County, Alabama was paid off as a part of our purchase of this property on October 10, 2007. (See attached Exhibit "B")
- 3) We have never been contacted for any collection of payment on the above-referenced Mortgage, Assignment of Rents and Leases, or Security Agreement.


RHONDA R. WILSON, as MANAGING MEMBER
of M & C HOLDINGS, LLC

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, JOHN A. GANT, a Notary Public in and for said County, in said State, hereby certify that RHONDA R. WILSON, as MANAGING MEMBER of M & C HOLDINGS, LLC, whose name is signed to the foregoing conveyance on behalf of M & C HOLDINGS, LLC, and who with full authority to do so, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of December, 2007.

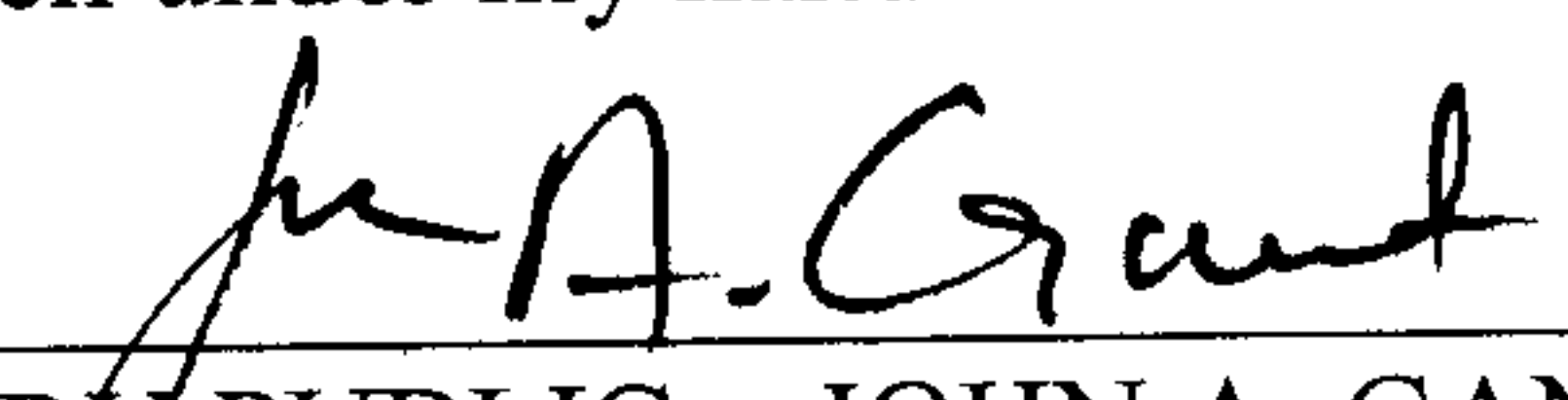


NOTARY PUBLIC: JOHN A. GANT
My Commission Expires: 10/20/09

EXHIBIT "A"

Parcel I:

Unit 16, Building B, in River Pointe, a Condominium, as established by that certain Declaration of Condominium, which is recorded in Book LR200707, page 8726, in Jefferson County and in Instrument 20070502000204190 in Shelby County and First Amendment to the Declaration of Condominium recorded in Book LR200712, page 23431, in Jefferson County and in Instrument 20070810000374950, and the Second Amendment to the Declaration of Condominium as recorded in Book LR200715, page 2289, in Jefferson County and in Instrument 20071001000457680 in Shelby County, Alabama, and any Amendments thereto, to which Declaration of Condominium a plan is attached as Exhibit "C" thereto, and as recorded in the River Pointe, A Condominium, in Map Book 224, page 94, and shown on the First Amended Plat of River Pointe, a Condominium, in Map Book 226, page 6, and further shown in the Second Amended Plat of River Pointe, a Condominium in Map Book 226, page 73, and any future amendments thereto, and to which said Declaration of condominium the By-Laws of River Point Association, Inc., are attached as Exhibit "B" thereto, together with the Articles of Incorporation of River Pointe Association Inc. as recorded in Book LR200707, page 8815, together with an undivided interest in the Common Elements assigned to said Unit, by said Declaration of Condominium set out in Exhibit "D".



20080114000019420 2/4 \$20.00
Shelby Cnty Judge of Probate, AL
01/14/2008 03:46:26PM FILED/CERT

EXHIBIT "B"

**M O S E L E Y
&
A S S O C I A T E S**
A PROFESSIONAL CORPORATION
2871 ACTON ROAD, SUITE 101
BIRMINGHAM, ALABAMA 35243

20080114000019420 3/4 \$20.00
Shelby Cnty Judge of Probate, AL
01/14/2008 03:46:26PM FILED/CERT

TELEPHONE (205) 972-9202 PHONE
FACSIMILE (205) 972-9203 FAX

CHRISTOPHER P. MOSELEY
DAVID S. SNOODY

DATE: 10-10-07
LENDER: New South
RE: River Pointe Devp. LLC
LOAN #: 146001 022
CHECK #: 074285
AMOUNT: \$ 130,733.35

PLEASE PAY THIS LOAN IN FULL AND CLOSE OUT THE ACCOUNT. A SATISFACTION OF MORTGAGE SHOULD BE FILED WITH THE COUNTY COURTHOUSE. SHOULD YOU NEED ANYTHING FURTHER, PLEASE CONTACT OUR OFFICE AT THE NUMBER LISTED ABOVE.

IF THE COLLATERIAL FOR THIS LOAN IS A MANUFACTURED HOME, PLEASE SEND THE TITLE TO OUR OFFICE AT THE ADDRESS LISTED ABOVE.

THANK YOU,

POST CLOSING DEPARTMENT

Ref: NEWSOUTH/PO/RIVE Date: 10/10/2007
Dep: M & C HOLDINGS, Wgt: 1.0 LBS

DV:

SHIPPING:	6.21
SPECIAL:	0.87
HANDLING:	0.00
TOTAL:	7.08

Sves: PRIORITY OVERNIGHT
TRCK: 7309 8692 6420



NEW SOUTH
FEDERAL SAVINGS BANK
MEMBER FDIC

EXHIBIT "B" (continued)

Residential Construction Lending
510 Loma Square
Birmingham, AL 35216

(205) 978-1290
Fax (205) 978-1283

Name: RIVER POINTE DEVP, LLC

Loan Number: 146001 022

Loan Amt: \$ 84,944.39

Date Closed: 6/8/2007

Maturity Date: 2/28/2008

Property Address: UNIT 16 RIVER POINTE

Legal Desc: UNIT 16 RIVER POINTE

20071214001885260 4/4
Bk: LR200717 Pg:26615
Jefferson County, Alabama
12/14/2007 09:49:23 AM AFF
Fee - \$12.00

Total of Fees and Taxes-\$12.00
TINSLEY

Commitment Amount	\$84,944.39	Subtotals
Less LIP Balance	\$0.00	
Locked Tranche Amount	0.00	\$84,944.39
Interest Due Not Paid	\$540.30	
Interest Due Thru 10/09/2007	\$149.16	\$689.46
Sub Total For Payoff	\$85,633.85	(Includes Interest and Principal)

Inspection Fees	\$0.00	
Other Fees	\$19.46	
Holds	\$0.00	(Hold amount not included in Total Due)
Deferred Fees	\$0.00	

Additional Fees:

1 Additional Interest Thru 10/10/2007	\$16.57
2 Shelby Co. Recording Fee	\$11.00
3 Jefferspm Co. Recording Fee	\$3.00
4 Release # 146000 001	\$45,016.33
5	\$0.00

20080114000019420 4/4 \$20.00
Shelby Cnty Judge of Probate, AL
01/14/2008 03:46:26PM FILED/CERT

Total Due :	\$130,700.21
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Per Diem 1 Day \$ 16.5700

Interest Rate 7.0238%

The Total Amount Due is subject to any change in the Prime Rate published in The Wall Street Journal.
This payoff letter expires 3 days from the date through which this payoff is quoted. Please call for verbal confirmation of payoff figure up to 3 days after quote date and for a new payoff letter after expiration date.

PLEASE INCLUDE RELEASE OF LIEN WITH PAYOFF FUNDS.

PLEASE MAKE CHECK PAYABLE TO NEW SOUTH FEDERAL SAVINGS BANK,
AND SEND TO ADDRESS SHOWN ABOVE.

T-984 P.004/006 F-714

FROM- NOV-30-07 09:29AM

MOSELEY AND ASSOCIATES, P.C.
ESCROW / TRUST ACCOUNT
2871 ACTON ROAD, SUITE 101
BIRMINGHAM, AL 35243
(205) 972-9202

BANCORPSOUTH BANK
61-397/620

074285

FILE #. 07-0814

4285

ONE HUNDRED THIRTY THOUSAND SEVEN HUNDRED THIRTY-THREE AND 30/100 DOLLARS AMOUNT

PAY
TO THE
ORDER
OF

NEW SOUTH FEDERAL

[Signature]