

of MARCH

MVT 92-43 (Rev. 12/99)

My Commission Expires: 03/27/2011

20080415000154100 1/2 \$14.00 Shelby Cnty Judge of Probate,AL 04/15/2008 02:49:11PM FILED/CERT

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

State of	ALABAMA	AFFIDAV	VIT AND AGREEMENT
County of	SHELBY		
		(OWNE	ERS AND CONTRACTORS) (FINAL)
	LLY appeared before me, the un states on oath:	dersigned authority in and for s	said county and state, the undersigned owner, purchaser and/or contractor, who after being firs
•	is the owner and/or general or		contractor in connection with improvements on the real property situated in the County of
SHE	LBY, Stat	te of ALABAMA	known as
	SEE ATTACHED I	EXIBIT A	
more partic	ularly described in the Deed of Ta	rust, Nortgage or other Security	y Instrument in favor of COVENANT BANK
dated	03/27/2008	, securing the sum of $$\underline{5}$	50,000.00 , and filed or to be filed for record in the office of the recorder of the count
in which the	e above land is located, which De	ed of Trust, Mortgage or other	Security Instrument is a valid first lien on said premises: and,
The unders than: <u>(List e</u>	igned owner states that of his per each contract let or guarantee ma	rsonal knowledge, no other con ade and obtain affidavit and agr	ntracts have been let or guarantees of payment made by the undersigned owner to anyone other reement for each) ${ m NONE}$
The auger	han no interest or ownership in th	ne contracting firm or firms and	the contractor has no interest in the real property described above, except:
The owner	nas no interest or ownership in tr	le confacting firm of mins and	NONE
The unders the subject	igned owner has inspected the pre premises, unless otherwise state	emises before making this affidated and the series and nature the series and mature and	avit and found all work satisfactory to owner; and that the undersigned owner is in possession our or of possession of the content of the con
			NONE
surrender a	ctor has been paid in full for all a ny and all lien or claim or right of li- above, except: (If none, state "No	en to the date for which paymer	es performed and materials furnished on the above project and does hereby waive, release arent is made, for labor, services, and/or materials furnished by the undersigned upon the premise
300011004			NONE
The owner or services	and/or contractor has/have paid performed and materials furnished	in full any and all amounts due to the undersigned in connectic	e architects, engineers, surveyors, attorneys, sub-contractors, materialmen and laborers for wo on with the construction of the improvements on the above property, except: (If none, state "None
			NONE
The owner	has received no notice of any un	paid bils or claims for labor or	services performed or materials furnished on above project, except: (If none, state "None")
			NONE
property lea	ases or the like have been given	or are now outstanding as to a	ales contracts, security agreements, financing statements, retention of title agreements, person any materials, fixtures, appliances, furnishings or equipment placed upon, installed in or upon thing, lighting, refrigerating and other equipment is fully paid for; and,
title insurant and as an interest Title Insurant Company/Compa	ce, or endorsements thereto, upor nducement therefor, the undersign ance Company of and from any a old Republic National Title Insuran- extension thereof, or a new policy	n said real estate without exception ned does hereby agree to indemonant and all loss, cost, damage and ce Company shall suffer or may anytime issued upon said real es	urance Company/Old Republic National Title Insurance Company to issue its policy or policies to therein as to any possible unfiled mechanics' or materialmen's lien, and in consideration therecanify and hold harmless the said Mississippi Valley Title Insurance Company/Old Republic Nation dexpense of every kind including attorney's fees, which said Mississippi Valley Title Insurance suffer or incur or become liable for under its said policy or policies now to be issued, or any reissuestate, part thereof or interest therein arising, directly or indirectly, out of or on account of any suggested in the said policy or indirectly, and or on account of any suggested in the said policy or indirectly.
	signed purchaser(s) (if applicable described land, except: (If none, s		e no notice of any unpaid bills or claims for labor or services performed or materials furnished $\overline{ ext{NONE}}$
			Contractor
			Jam Aloll
Purchaser	(If Applicable)		JEMMY ISBEICH (Or Seller)
			a/k/a JIMMIE R. ISBELL
		e, by the owner(or seller), contributed as 2008	ractor or purchaser, whose signature appears above, this the Z / LIIday
of MA	RCH	, <u>~~v</u> v	

Notary Public



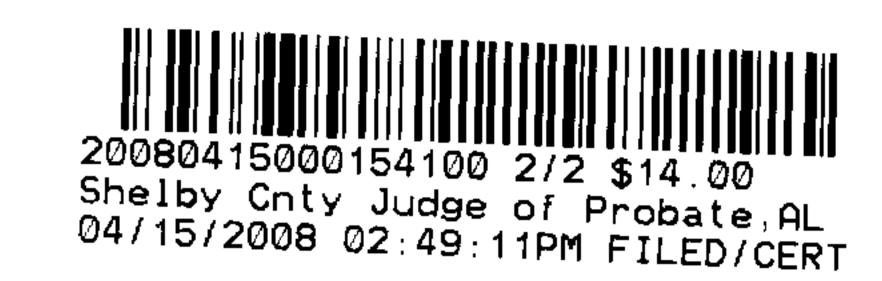


Exhibit "A"

A part of the SE 1/4 of the SE 1/4 of Section 32, Township 17, Range 1 East, situated in Shelby County, Alabama, more particularly described as follows:

Start at the Southeast corner of the SE 1/4 of SE 1/4 of Section 32, Township 17, Range 1 East, Shelby County, Alabama, and measure 539 feet, West along the South line of said Quarter Quarter Section for a Point of Beginning; thence 424 feet North to the South boundary line of the Central of Georgia Railroad right of way; thence West along said rail road right of way 200 feet, thence approximately 4214 feet South to the South line of said Quarter Quarter Section, 200 feet East back to the Point of Beginning.