



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

**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

SEE ATTACHED EXHIBIT A

more particularly described in the Deed of Trust, Mortgage or other Security Instrument in favor of COVENANT BANK, dated 03/27/2008, securing the sum of \$ 50,000.00, 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,

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 unfilled 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

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Purchaser (If Applicable)  
\_\_\_\_\_  
JIMMY ISBELL  
a/k/a JIMMIE R. ISBELL

SWORN TO AND SUBSCRIBED before me, by the owner(or seller), contractor or purchaser, whose signature appears above, this the 27th day of MARCH, 2008

My Commission Expires: 03/27/2011

Malinda Marsh  
Notary Public

**JEFFERSON  
TITLE**20080415000154100 2/2 \$14.00  
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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.