

**Jefferson Title Corporation**  
**SELLER'S/OWNER'S AFFIDAVIT AND INDEMNITY**

State of Alabama  
Shelby County

Judy Paschel, hereafter "Seller(s)" being first duly sworn, on oath depose and state that seller(s) own the following property:

45 Nelson Circle, Montevallo, AL 35115

Seller has owned the property now being sold or mortgaged for 11,000.00 and, during all the time that Seller owned the property, Seller enjoyment thereof has been peaceable and undisturbed and the title to said property has never been disputed to Seller knowledge, nor do I know of any facts by reason of which the title to, or possession of, said property might be disputed or by 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 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 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 has allowed no encroachments on the premises above described by any adjoining land owners nor has the Seller encroached upon any property of adjoining land owners.
4. The Seller has 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 no knowledge of such adverse rights.
5. The Seller, at present, and for a period of six months past, has caused no construction, erection, alteration or repairs of any structures or improvements on the premises above cited to be done, nor has Seller contracted for any material to be delivered to the premises for which charges therefore remain unpaid.
6. The Seller has no knowledge of any highways, abandoned roads, lanes, cemetery or family burial grounds, springs, streams, rivers, ponds, lakes, bays or tidal waters either bordering, running through or situated on said premises.
7. Other than what is shown to be part of the closing statement, the undersigned has no knowledge of any due taxes or special assessments, including but not limited to home owner's association dues, fire dues, library dues, water dues, garbage dues, sewer dues, and have received no notice orally or in writing of any intention to create any assessment affecting the property.
8. The undersigned has not allowed and knows of no violation of any covenants, restrictions, agreements, conditions or zoning ordinance affecting the premises.
9. That there are no pending suits, proceedings, judgments, bankruptcies, liens or executions against Seller, either in the aforesaid county or any other county in the aforesaid state.
10. There have been no documents recorded in the Public Records subsequent to the effective date of the title commitment issued with respect to any Subject Property which affect title to the particular Subject Property insured; and (1) there are no matters, including pending lawsuits, state or federal tax obligations, pending against Indemnitor that could give rise to a lien that would attach to any Subject Property between the effective date of said commitment and the recording of the instruments giving rise to the interest to be insured, and (2) the Indemnitors have not executed and will not execute any instrument that would adversely affect the title to any Subject Property or the lien of any mortgage to be insured pursuant to the Commitment.

This affidavit is given to induce any purchaser to purchase, any lender to accept a mortgage on the property and to induce Jefferson Title Corporation, agent for its underwriter First American Title Insurance, to issue its title insurance policy or policies in reliance upon any of the statements contained herein, and should Jefferson Title Corporation, in its sole discretion, issue insurance in reliance upon such representations, affiant agrees to indemnify and hold Jefferson Title Corporation and First American Title Insurance harmless from any and all loss, cost, damage or expense of every kind, including attorneys' fees, which either Jefferson Title Corporation or First American Title Insurance incurs or becomes liable for under the policy or policies now to be issued, or any reissue, renewal or extension thereof, as a result of any misrepresentation contained herein.

  
Judy Paschel

Sworn to and subscribed before me this

  
NOTARY PUBLIC

My Commission Expires:

May 23, 2013



20120507000158920 1/1 \$12.00  
Shelby Cnty Judge of Probate, AL  
05/07/2012 10:11:07 AM FILED/CERT