

Prepared By and Return To:
Deena Pfenning
Nations Direct Title Agency, LLC
1100 Ocean Shore Boulevard, Suite 5
Ormond Beach, FL 32176
877.236.2973

NON-IDENTITY AFFIDAVIT

STATE OF AL COUNTY OF Shelby

BEFORE ME, the undersigned authority, duly authorized in the State and County/City aforesaid to take acknowledgements, on this _35 day of _______, 2012, personally appeared:

Christine Renee Smith

who, being first duly sworn, depose(s) and say(s):

- 1. THAT Affiant(s) is/are one of the present record titleholder(s) of the following described property, as evidenced by that certain Deed recorded in Instrument # 20070205000051610: Lot 42, according to the Survey of Hidden Forest, as recorded in Map Book 35, Page 117, in the Probate Office of Shelby County, Alabama...
- 2. THAT Affiant's attention has been directed to the following matter(s) of public record in Shelby,

ΑL

- A State Tax Lien filed by State of Alabama, Department of Revenue dated July 17, 2003 and filed on July 21, 2003 in (instrument) 20030721000464920, of the official property records of Shelby County, Alabama against Brian K. Smith and Christine F. Smith in the amount of \$2,568.08 and in favor of State of Alabama, Department of Revenue.
- b) A judgment dated October 5, 2009 and filed on January 13, 2010 in (instrument) 20100113000011740, of the official property records of Shelby County, Alabama against Christy Smith in the amount of \$1,969.32 and in favor of Klinner Dickinson Furniture.
- c) A judgment dated June 4, 2008 and filed on June 10, 2010 in (instrument) 20100610000184590, of the official property records of Shelby County, Alabama against Christy Smith in the amount of \$549.86 and in favor of Calera Animal Hospital.
- THAT Affiant is <u>not</u> one and the same as the Defendant(s) named in the aforedescribed matters of public record.
- 4. THAT Affiant's date of birth and Social Security Number differs from the defendant(s) in the aforedescribed matters of public record.
- 5. THAT Affiant gives this Affidavit for the purpose of inducing CHICAGO TITLE INSURANCE COMPANY to issue its policy or policies insuring the title to said property without exception(s) to claims which possibly could arise regarding those matters described under Item 2 herein, and said Affiant hereby agrees to indemnify and hold CHICAGO TITLE INSURANCE COMPANY harmless of and from any and all loss, cost, damage and expense of every kind, including attorneys' fees, which said CHICAGO TITLE INSURANCE COMPANY shall or may suffer or incur or become liable for under its said policy or policies directly or indirectly, out of or on account of or in connection with its enforcement of its rights under this agreement.

(SEAL)

FURTHER THE AFFIANT SAYETH NAUGHT.

Christine Renee Smith

EXECUTED, SUBSCRIBED, and SWORN TO before me the day and year above written.

Notary Public

My Commission Expires:

CTIC Non-Identity Affidavit (02/2004)

File AM-SMITH-WILLIAM-REFI