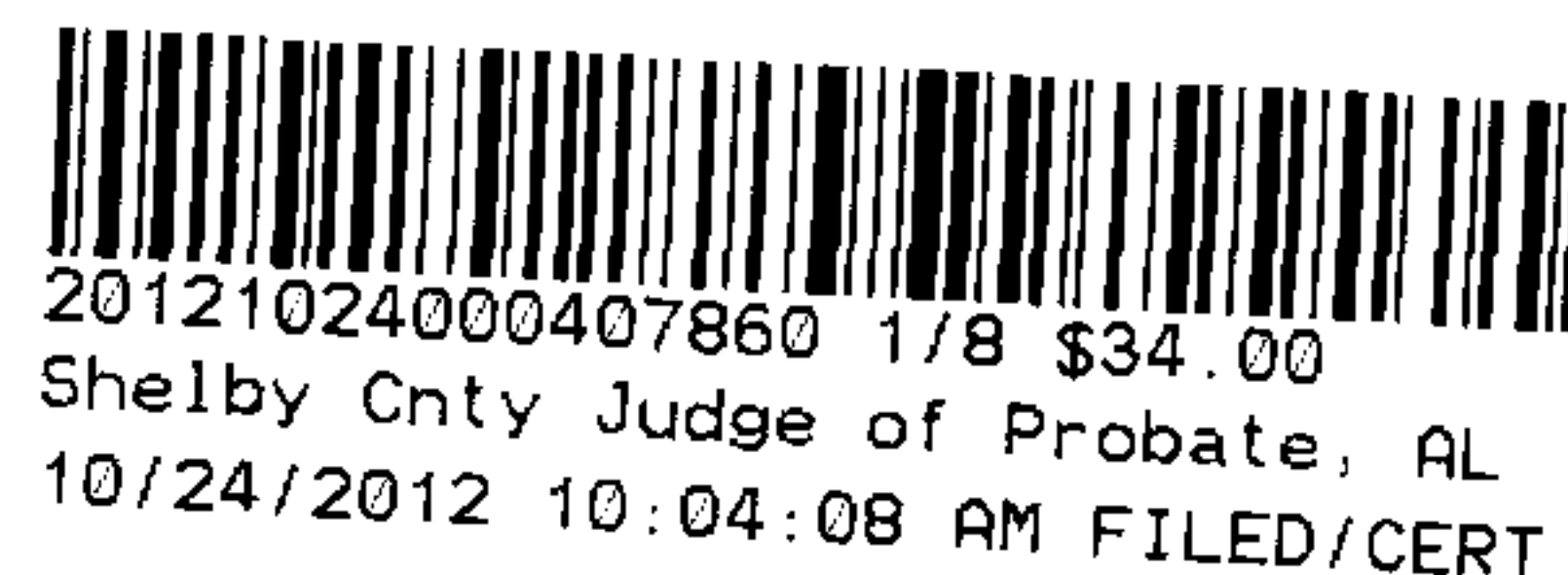




AFFIDAVIT OF WILLIAM M. SCHULER, JR.

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

Before me, the undersigned authority, a Notary Public in and for said County and said State, personally appeared the Affiant, William M. Schuler, Jr., who is known to me and who first being duly sworn under oath deposes, upon his personal information, knowledge and belief, says as follows:

1. Affiant is over the age of twenty-one (21) and is a resident of Tallapoosa County, Alabama.
2. Affiant was the son of William M. Schuler (the “Decedent”) who died testate on the 8th day of November, 2007. Affiant was one of the two named personal representatives under the Last Will and Testament of William M. Schuler (the “Will”), and accordingly, Affiant filed a Petition for the Probate of Will and a Petition for Letters Testamentary along with Mary Pride Winkenwerder (“Winkenwerder”), the other named personal representative, in the Probate Court of Jefferson County, Alabama on November 15, 2007. Letters Testamentary were issued by the Probate Court of Jefferson County, Alabama to Affiant and Winkenwerder on November 15, 2007 in the matter of the Estate of William M. Schuler, Deceased, Case No. 19535.
3. Affiant states that prior to his death, the Decedent had made certain loans to him, being a loan of \$1,140,000.00 evidenced by a Promissory Note dated December 31, 2004, and a loan of \$1,014,180.22 evidenced by a Promissory Note dated October 31, 2005, both of which were secured by a Third Mortgage and Security Agreement dated the 30th day of December, 2005 (“Third Mortgage”) on the following described real estate, lying and being situated in Shelby

County, Alabama:

**Lot 18, Block, Survey of High Chapparral 1st Sector, Map Book 12, Page 57,
Shelby County, Alabama**

Affiant states that the Third Mortgage was recorded on January 3, 2006 in the Probate Office of Shelby County, Alabama in Instrument #20060103000003350.

4. Affiant states that also prior to his death, the Decedent made an additional loan to him, being a loan of \$64,000.00 evidenced by a Promissory Note dated December 31, 2005, secured by a Fourth Mortgage and Security Agreement ("Fourth Mortgage") on the following described real estate, lying and being situated in Shelby County, Alabama:

**Lot 18, Block, Survey of High Chapparral 1st Sector, Map Book 12, Page 57,
Shelby County, Alabama**

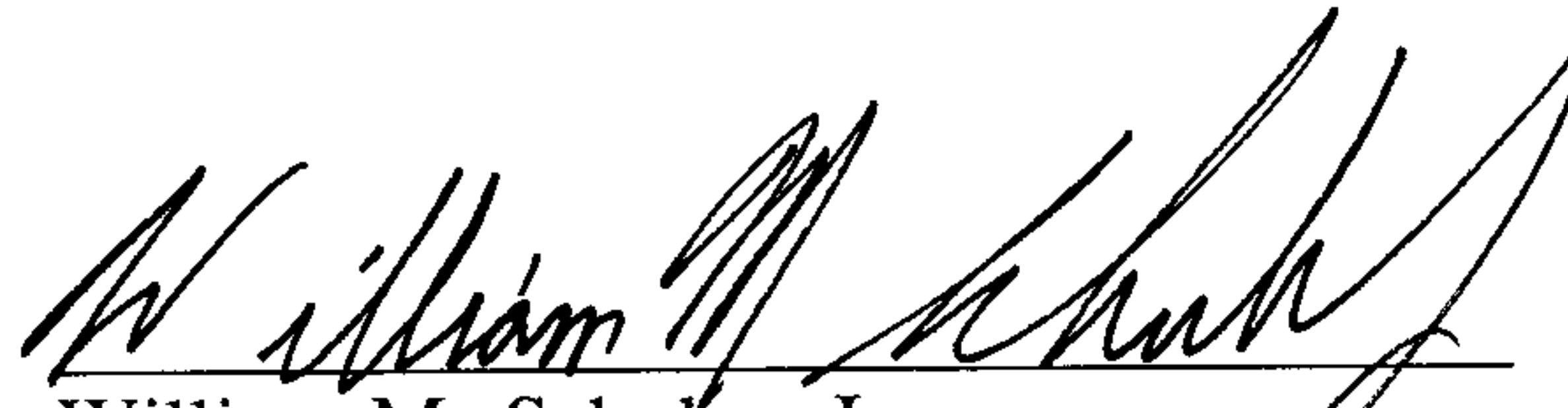
Affiant states that the Fourth Mortgage was recorded on February 6, 2006 in the Probate Office of Shelby County, Alabama in Instrument #20060206000058380.

5. Affiant states that under the Will, all three loans and all of the above referenced indebtedness owed by him to the Decedent were forgiven, as evidenced by the excerpt of Article VII of the Will attached hereto as Exhibit "A" and made a part hereof. Affiant further states that as set forth under the DECREE ON FINAL SETTLEMENT entered by Judge Alan L. King on the 25th day of July, 2011, the personal representatives of the Decedent forgave and cancelled any indebtedness, loans and promissory notes owed to the Decedent by him. The excerpt of paragraph 6. of said DECREE ON FINAL SETTLEMENT is also attached hereto as Exhibit "B" and made a part hereof.

6. Affiant states he owes no sum whatsoever to the Decedent, or Decedent's estate, and that any lien or encumbrance on the above described property in Shelby County held by the Decedent by virtue of both the Third Mortgage and Fourth Mortgages is no longer valid, and

should be deemed satisfied and released.

Furthermore Affiant saith not.


William M. Schuler, Jr.

Sworn to and subscribed before me on
this the 22nd day of October, 2012.


Notary Public
My Commission Expires: 12-27-14

EXHIBIT “A”



20121024000407860 4/8 \$34.00
Shelby Cnty Judge of Probate, AL
10/24/2012 10:04:08 AM FILED/CERT

ARTICLE VII
FORGIVENESS OF CERTAIN INDEBTEDNESS

Any loans, promissory notes or other indebtedness, including the principal and interest thereon, whether or not matured, owed to me at my death by my son **WILLIAM M.**

**SCHULER, JR., or my daughter MARY PRIDE S.
WINKENWERDER shall be forgiven.**

EXHIBIT “B”



20121024000407860 7/8 \$34.00
Shelby Cnty Judge of Probate, AL
10/24/2012 10:04:08 AM FILED/CERT

6. Article VII of the Decedent's Will provides that any loans, promissory notes or other indebtedness, including the principal and interest thereon, owed to the Decedent by the Decedent's son, William M. Schuler, Jr., and the Decedent's daughter, Mary Pride Schuler Winkenwerder, shall be forgiven. The petitioners forgave and cancelled any indebtedness, loans or promissory notes owed to the Decedent by either William M. Schuler, Jr. or Mary Pride Schuler Winkenwerder. A separate verified Consent to Settlement was filed contemporaneously with the Petition for Consent Settlement on behalf of each of William M. Schuler, Jr. and Mary Pride Schuler Winkenwerder.

