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STATE OF ALABAMA :

COUNTY OF MOBILE :



2013062833 1/2  
Bk: LR7087 Pg: 1598  
Document Type: AFFS

Mobile County, Alabama

I hereto certify this instrument  
filed on : 10/23/2013 10:42:23 AM  
Don Davis, Probate Judge

Deed Tax: \$ 00  
Mortgage Tax: \$ 00  
Mineral Tax: \$ 00  
No Tax: \$ 00  
Judge Fee: \$ 00  
S. R. Fee: \$ 2.00  
Surcharge Fee: \$ 00  
Recording Fee: \$ 6.00  
TOTAL: \$ 8.00

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Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared Edward J. Noojin, Jr., after being first duly sworn, deposes and says as follows:

1. SLG Group, Inc., is the record owner of property located at 8691 Old Pascagoula Road, Theodore, AL 36582.

2. I am aware that there is a Vendor's Lien reserved in deed from W.R.L.D. Joint Venture to Donald G. Parmer and recorded in Real Property Book 3372, Page 108 and then assigned to Sue Manning Parmer, Glenda Bullard, Matthew S. Metcalfe and Horace Moon, Jr. as Trustees of Estate Trust B of the Donald G. Parmer Revocable Life Insurance Trust dated February 14, 1991 by instrument recorded in Real Property Book 3949, Page 581, wherein W.R.L.D. Joint Venture made a loan to Donald G. Parmer, which said vendor's lien has never been canceled of record. This loan was paid off several years ago and before Estate Trust B was dissolved and before a deed was executed conveying the subject property to SLG Group, Inc. in 2010. Since that time SLG Group, Inc. has not been contacted by the Trust or Trustees requesting payment of the above referenced vendor's lien nor has SLG Group, Inc. made any payments toward the outstanding lien since acquiring the property pledged as collateral for the Vendor's Lien in 2010.

3. I am legally competent to give this Affidavit and I am knowledgeable of the matters referred to.

4. This Affidavit is given with regard to the refinance of that certain property described in Exhibit "A" attached hereto, and in order to satisfy the title requirements of First American Title Insurance Company pursuant to its commitment under File No.78918, and to induce it to affirmatively insure the subject property against any such pending vendor's lien, which may affect the title to the subject property.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the mutual covenants herein contained, SLG Group, Inc., agrees to hold First American Title Insurance Company, Anders Boyett & Brady, P. C., the proposed insured or anyone claiming under and through the title of the insured harmless from any claim arising now or in the future because of the fact that the vendor's lien cancellation has not been recorded on the above referenced vendor's lien, and the undersigned agrees to reimburse the parties named above for any costs or expenses that should be incurred in the future with regard to any such claim, including a reasonable attorney fee.

IN WITNESS WHEREOF, Edward J. Noojin, Jr., has hereunto set his hand and seal on this the day first hereinabove set forth.

FURTHER AFFIANT SAITH NOT.

Dated this 22<sup>nd</sup> day of October, 2013.

\_\_\_\_\_  
Edward J. Noojin, Jr.

SWORN TO AND SUBSCRIBED BEFORE ME  
this 22 day of October, 2013.

\_\_\_\_\_  
Notary Public  
My Commission Expires: 7/30/2014

EXHIBIT "A"

Lot 1 Serenity Gardens Funeral Home, according to the plat recorded in Map Book 124, Page 50 of the records in the Office of the Judge of Probate, Mobile County, Alabama.