

AFFIDAVIT AS TO DEBTS AND LIENS
AND PARTIES IN POSSESSION

STATE OF TEXAS

COUNTY OF TRAVIS

}

BEFORE ME, the undersigned authority, on this day personally appeared [REDACTED] a Texas corporation (the "Affiant"), acting by and through its duly authorized representative, who being by me first duly sworn, upon his oath states the following to the best of his knowledge:

- As of the date of this Affidavit, there are no unpaid bills nor claims for labor or services performed or materials furnished or delivered to the property described on Exhibit "A", attached hereto and made a part hereof for all purposes (the "Property"), for alterations, repair work or new construction on or about the Property; except as described in that certain Commitment for Title Insurance (the "Commitment") issued by [REDACTED] E [REDACTED], a [REDACTED] corporation ("CLTIC"), under G.F. No. 131904CM, no financing statements, security agreements, mechanic's or materialman's liens, mortgage liens, deed of trust liens, vendor's liens or any other liens of any kind or character currently exist against the Property; there are no pending actions or proceedings for or relating to any bankruptcy, receivership, foreclosure, divorce, probate or any other actions or proceedings affecting the conveyance of the Property or any interest therein; except as described in the Commitment, there are no unsatisfied mortgages, security agreements, indentures, judgments, construction liens, state or federal tax liens, land contracts, leases, restrictive covenants, easements, rights-of-way, reverters, reversionary rights, interests or estates in minerals, trusts, assessments, general or special taxes or other liens, agreements or adverse rights affecting the Property; except as described in the Commitment, there are no unpaid bills for, conditional bills of sale, financing statements or other liens affecting any fixtures used in connection with the improvements upon the Property; except as described in the Commitment, the undersigned has no actual knowledge or notice of any dispute regarding improvements within the boundary lines of the Property, and no buildings, fences, driveways or

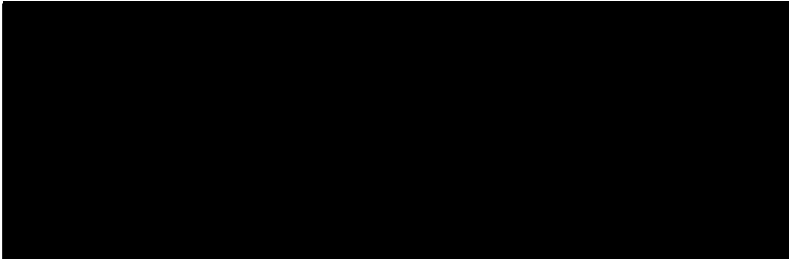
other structures of any adjoining owner encroach upon any part of the Property; and the undersigned agrees to indemnify and hold harmless CLTIC and its successors and assigns from and against any obligation or liability to pay any sums therefor, including reasonable attorney's fees and costs of court, in connection with the defense of any claim or foreclosure of any liens on or about the Property.

2. As of the date of this Affidavit, there are no tenancies, leases, subleases, occupancies or parties in possession of the Property.

This Affidavit is made to CLTIC and its successors and assigns, as a material inducement to CLTIC to issue its title insurance policy, and the undersigned realizes that CLTIC is relying upon the representations contained herein and the undersigned does hereby swear that the foregoing information is true and correct in all respects.

EXECUTED the 14th day of ^{May}~~April~~, 2002.
JDB

"AFFIANT":



STATE OF TEXAS

COUNTY OF Travis

SWORN TO AND SUBSCRIBED before me on ~~April~~ ^{May} 14, 2002, by
[REDACTED], President of [REDACTED], a
Texas corporation.

