

THIS INSTRUMENT WAS PREPARED BY: MIKE T. ATCHISON, ATTORNEY
POST OFFICE BOX 822
COLUMBIANA, ALABAMA 35051

STATE OF ALABAMA
SHELBY COUNTY

AFFIDAVIT

Before me, the undersigned authority, a Notary Public, in and for said County, in said State, personally appeared Mary Suttle, who after being by me first duly sworn, deposes and says on oath as follows:

My name is Mary Suttle, and I am over the age of 21 years, and am familiar with the following facts:

On February 12, 1986, my sons, Frank Allan Suttle, John Lloyd Suttle, and James W. Suttle, executed a mortgage to Bessie I. Tucker, which said mortgage is recorded in Real Record 062, Page 697, in Probate Office. This mortgage was paid in full on January 4, 1991, and the original mortgage marked paid in full is attached hereto as Exhibit "A".

This affidavit is given as evidence that the indebtedness secured by the mortgage attached hereto has been paid in full.

Further the affiant saith not.


Mary Suttle

Sworn to and subscribed to before me
this 13th day of October, 1992.


Notary Public

Inst # 1992-23335

10/13/1992-23335
02:20 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 14.00

P.O. Box 855
Columbiana, AP
35051

This instrument was prepared by

(Name) Mike T. Atchison, Attorney

Post Office Box 822

(Address) Columbiana, Alabama 35051

Form 1-1-22 Rev. 1-68

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Frank Allan Suttle, a married man; John Lloyd Suttle, a married man; and James W. Suttle, a married man

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

Bessie I. Tucker

(hereinafter called "Mortgagee", whether one or more), in the sum

of Eighteen Thousand and no/ 100----- Dollars
(\$ 18,000.00), evidenced by a real estate mortgage note of even date. The above amount is payable in 60 monthly installments of \$300.00 each, which includes both principal and interest.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

Frank Allan Suttle, a married man; John Lloyd Suttle, a married man; and James W. Suttle, a married man

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

The South Half of the NW 1/4 of SW 1/4 of Section 20, Township 21 South, Range 1 East, Shelby County, Alabama.

THIS PROPERTY CONSTITUTES NO PART OF THE HOMESTEAD OF THE MORTGAGORS HEREIN OR OF THEIR SPOUSES.

Mike A.

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

BOOK 062 PAGE 697

36-50

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned
Frank Allan Suttle, a married man; John Lloyd Suttle, a married man; and James W. Suttle, a married man

have hereunto set their signatures and seal, this 12 day of February, 19 86.
Frank Allan Suttle (SEAL)
John Lloyd Suttle (SEAL)
James W. Suttle (SEAL)

THE STATE of TEXAS }
Dallas COUNTY }
I, the undersigned authority, a Notary Public in and for said County, in said State,
hereby certify that Frank Allan Suttle, a married man
whose name is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day,
that being informed of the contents of the conveyance he executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this 12th day of February, 19 86.
Notary Public.

THE STATE of Texas }
Dallas COUNTY }
I, Brenda H. Taylor, a Notary Public in and for said County, in said State,
hereby certify that Frank Allan Suttle, a married man
whose name as is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that,
being informed of the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarily
on the day the same bears date
Given under my hand and official seal, this the 12th day of February, 19 86
Brenda H. Taylor, Notary Public

Return to: Mrs. Tucker
Rt 2 Box 6-D
Columbiana, Ar 75857
TO
MORTGAGE DEED
PAID IN FULL
Jan. 4, 1991
Grady & Sons
Executors Estate
BESSIE
THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE - ABSTRACTS
Birmingham, Alabama

THE STATE OF TEXAS

COUNTY OF

Dallas

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that James W. Suttle, a married man, whose name is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day, that being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12th day of February, 1986.

Brenda G. Taylor
Notary Public

THE STATE OF CONNECTICUT

COUNTY OF

New Haven

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that John Lloyd Suttle, a married man, whose name is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day, that being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19 day of February, 1986.

Eleanor E. Narback
Notary Public

My Commission Expires March 31, 1989

STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED

1986 MAR -3 PM 2:04

Ronnie R. Henderson, Jr.
JUDGE OF PROBATE

1. Deed Tax \$
2. Mtg. Tax 27.00
3. Recording Fee 7.50
4. Indexing Fee 2.00
TOTAL 36.50

Inst # 1992-23335

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SHELBY COUNTY JUDGE OF PROBATE
004 MCD 14.00

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