

## AFFIDAVIT

20120529000189020 1/5 \$24.00  
Shelby Cnty Judge of Probate, AL  
05/29/2012 12:21:25 PM FILED/CERT

This Affidavit is being written to induce Jefferson Title Corporation and Stewart Title Guaranty Company to insure over the following mortgages which have not been satisfied of record according to the records in the Probate Office of SHELBY County.

The mortgages are recorded as follows: Mortgage executed by Peggy B. Rush and Derric Rush to Renasant Bank and recorded Instrument No. 2005081100041165 in the Office of the Judge of Probate Shelby County, Alabama.

We, STANLEY E. BATES AND TERESA A. BATES, the current owners of property described as attached on Exhibit A have no knowledge of the mortgages as set out herein and to the best of our knowledge these mortgages were paid prior to our purchase of the property. We did not assume these mortgages upon the purchase of the herein described property and there has been no attempt to collect and no notice of default or notice of foreclosure in regards to these mortgages. We, STANLEY E. BATES AND TERESA <sup>(TBB)</sup> BATES as current owners and our agents herein do hereby indemnify and hold harmless Stewart Title Guaranty Company and Jefferson Title Corporation against any loss and all claims arising from any attempt to collect on the above described mortgages or indebtedness.

JEFFERSON TITLE DOES NOT GUARANTEE THE USE OF THIS AFFIDAVIT AS A REMEDY FOR CURING ANY INDEBTEDNESS OF RECORD AND IS ONLY SUPPLYING VERBAGE THAT MAY BE USEFUL IN A LEGAL DOCUMENT AFTER CAREFUL REVIEW AND CONSIDERATION BY ALL PARTIES. JEFFERSON TITLE IS NOT LIABLE IN ANY WAY FOR THE USE OF THE ABOVE LANGUAGE AND WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENCES ARISING THEREOF.

State of Alabama

Stanley E. Bates

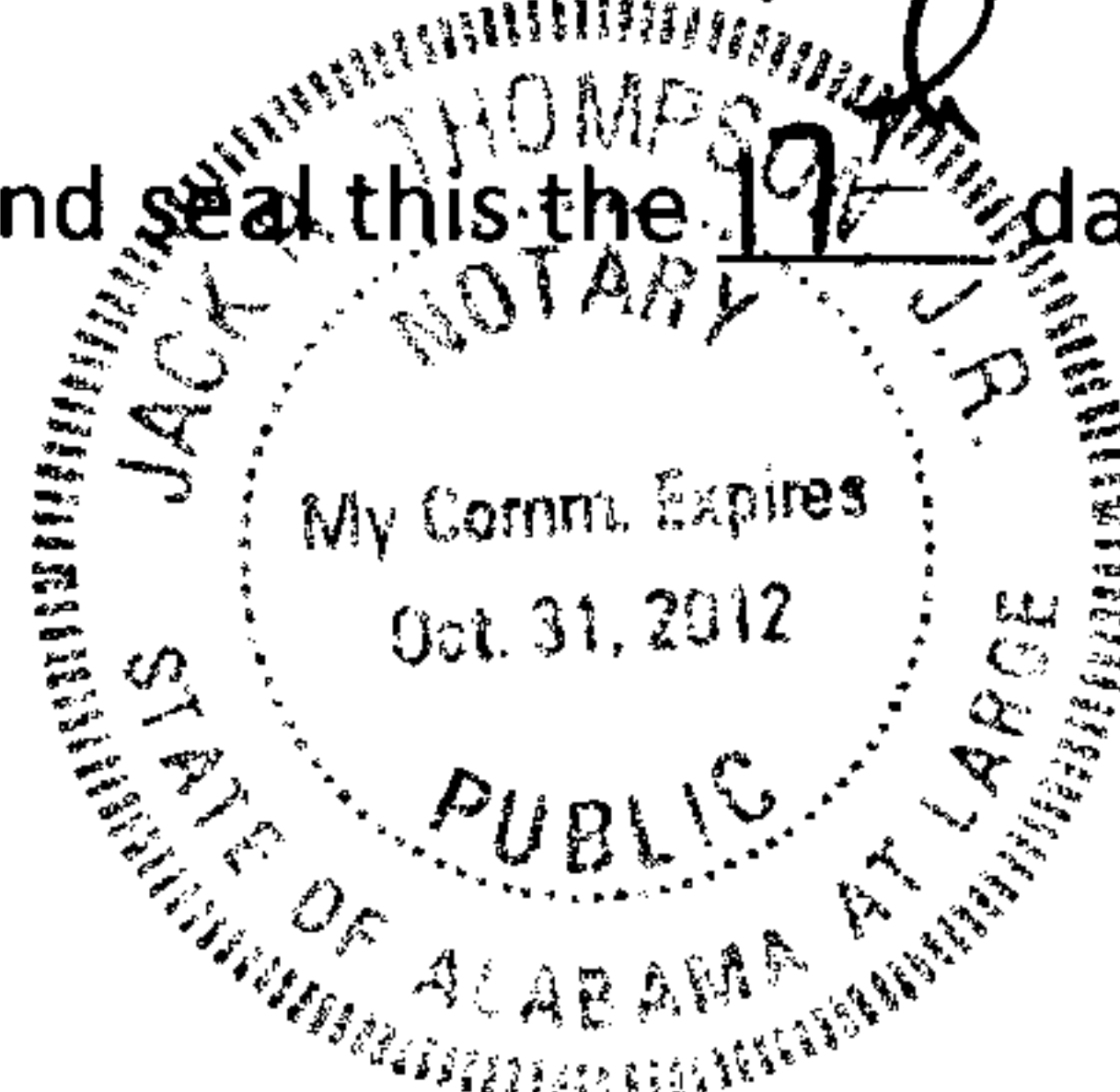
Teresa B. Bates

Jefferson County

I, the undersigned, a notary for said County and in said State, hereby certify that Stanley E. Bates and Teresa B. Bates, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my official hand and seal this the 19 day of May, 2012

[Signature]  
Notary Public



Commission Expires: 10/31/2012

Agent's File No.: S12-1291

## EXHIBIT "A"

Lot 519, according to the Survey of Riverchase Country Club, 12th Sector, as recorded in Map Book 8, Page 140, in the Probate Office of Shelby County, Alabama.



20120529000189020 2/5 \$24.00  
Shelby Cnty Judge of Probate, AL  
05/29/2012 12:21:25 PM FILED/CERT



20050811000411650 1/8 \$152.00  
Shelby Cnty Judge of Probate, AL  
08/11/2005 08:38:37AM FILED/CERT

WHEN RECORDED, MAIL TO:  
RENASANT BANK  
600 CENTURY PARK SOUTH, STE 200  
BIRMINGHAM, ALABAMA 35226

This Instrument was prepared by:  
RENASANT BANK  
600 CENTURY PARK SOUTH, STE 200  
BIRMINGHAM, ALABAMA 35226  
205-824-3846

Loan Number: 4305072525

Order Number:

(Space Above This Line For Recorder's Use)

**MORTGAGE**

MIN: 100319243050725258

THIS MORTGAGE is made this 29th day of July, 2005, between the Grantor, PEGGY B. RUSH AND DERRIC RUSH AS WIFE AND HUSBAND

(herein "Borrower"),

and the Mortgagee, Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as beneficiary. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

RENASANT BANK A MISSISSIPPI CORPORATION,  
is organized and existing under the laws of MISSISSIPPI,  
and has an address of 600 CENTURY PARK SOUTH, STE 200, BIRMINGHAM, ALABAMA 35226.

("Lender")

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$80,000.00, which indebtedness is evidenced by Borrower's note dated July 29, 2005 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 1, 2020;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the County of SHELBY, State of Alabama:

See Attached Exhibit 'A'

which has the address of

938 LAKE FOREST CIR.  
BIRMINGHAM, ALABAMA 35244  
(herein "Property Address");

TO HAVE AND TO HOLD such property unto MERS (solely as nominee for Lender and Lender's successors and assigns), and to the successors and assigns of MERS, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Mortgage; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Mortgage.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an

ALABAMA - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT with MERS

Customer Service  
1800-338-4626  
24/7

Len Thelise

week:

732-352-7926

20120529000189020 3/5 \$24.00  
Shelby Cnty Judge of Probate, AL  
05/29/2012 12:21:25 PM FILED/CERT

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Signed, sealed and delivered in the presence of:

PEGGY B RUSH

(Seal)  
-Borrower

DERRIC RUSH

(Seal)  
-Borrower

STATE OF ALABAMA,

Jefferson County ss:

On this 29<sup>th</sup> day of July, 2005, I, Naomi Herron, a Notary Public in and for said county and in said state, hereby certify that PEGGY B. RUSH, and DERRIC RUSH, whose names(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me that, being informed of the contexts of the conveyance, he/she/they executed the same voluntarily and as his/her/their act on the day the same bears date.

Given under my hand and seal of office this 29<sup>th</sup> day of July, 2005.

My Commission Expires:

5/25/07


Naomi Herron  
Notary Public


20050811000411650 4/8 \$162.00  
Shelby Cnty Judge of Probate, AL  
08/11/2005 08:38:37AM FILED/CER

20120529000189020 4/5 \$24.00  
Shelby Cnty Judge of Probate, AL  
05/29/2012 12:21:25 PM FILED/CERT

## Exhibit A

Lot 519, according to the map or survey of Riverchase Country Club, 12th Addition, as recorded in Map Book 8, Page 140, in the Probate Office of Shelby County, Alabama.

  
20050811000411650 5/8 \$152.00  
Shelby Cnty Judge of Probate, AL  
08/11/2005 08:38:37AM FILED/CERT

  
20120529000189020 5/5 \$24.00  
Shelby Cnty Judge of Probate, AL  
05/29/2012 12:21:25 PM FILED/CERT