

1001

This Document Prepared By:
Robert H. Adams
2125 Morris Avenue
Birmingham, AL 35203

STATE OF ALABAMA)
SHELBY COUNTY)

REINSTATEMENT/ACKNOWLEDGMENT OF
PROMISSORY NOTE AND REAL PROPERTY MORTGAGE

This Reinstatement/Acknowledgment of Promissory Note and Real Property Mortgage is given this 9th day of DECEMBER, 1987.

WHEREAS, the undersigned Richard E. Dewberry and wife, Rita A. Dewberry (the "Dewberrys") did heretofore on July 19, 1982, execute a Promissory Note in favor of Citicorp Person-to-Person Financial Center, Inc. ("Citicorp") for the purpose of evidencing a loan by Citicorp to the Dewberrys in the amount of Seventeen Thousand One Hundred Ninety-Nine Dollars and 68/100 (\$17,199.68); and

WHEREAS, to secure the repayment of the indebtedness evidenced by the Promissory Note, the Dewberrys executed a Real Property Mortgage to Citicorp granting Citicorp a mortgage lien on the following described property:

Lot 30 according to map of Oakdale Estates, as recorded in Map Book 5, Page 98, in the Probate Office of Shelby County, Alabama. Situated in Shelby County, Alabama.

which said Real Property Mortgage was recorded in Book 422, Page 142 in the Probate Office of Shelby County, Alabama; and

WHEREAS, on or about October 17, 1986, Citicorp mistakenly stamped "PAID" on the said Note and Real Property Mortgage; and

WHEREAS, on or about December 12, 1986, Citicorp executed and caused to be filed of record a Full Satisfaction of Recorded Lien in Book 106, Page 674, in said Probate Office, which said Full Satisfaction of Recorded Lien was also executed and filed by mistake; and

WHEREAS, at the time the Note and Mortgage were stamped "PAID" and the Full Satisfaction of Recorded Lien was executed and filed of record, the indebtedness owed by the Dewberrys to Citicorp was in fact, not paid, but instead, there was an outstanding unpaid balance on the indebtedness

BOOK 163 PAGE 609

in the amount of Fourteen Thousand Seven Hundred Forty-Nine Dollars and 68/100 (\$14,749.68); and

WHEREAS, the Dewberrys acknowledge that the Note and Real Property Mortgage were stamped "PAID" by mistake and the Full Satisfaction of Recorded Lien was executed and filed of record by mistake and as a result, it is the intention and desire of the Dewberrys to acknowledge the amount of the indebtedness still owed and further, to acknowledge the validity and enforceability of the Note and the Real Property Mortgage the same as if said documents had not been mistakenly stamped "PAID" and Full Satisfaction of Recorded Lien not executed and filed.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration in hand paid by Citicorp to the Dewberrys, the Dewberrys do hereby agree and acknowledge as follows:

1. That there is as of the date of this instrument, due and owing by the Dewberrys to Citicorp, the sum of Fourteen Thousand Seven Hundred Forty-Nine Dollars and 68/100 (\$14,749.68) as the remaining principal balance of the Promissory Note executed by the Dewberrys in favor of Citicorp on July 19, 1982.

2. That the actions of Citicorp in stamping the Note and Real Property Mortgage "PAID" and executing and filing the Full Satisfaction of Recorded Lien were done by mistake.

3. That the Real Property Mortgage executed by the Dewberrys in favor of Citicorp granting Citicorp a security interest in and a lien on the real property above described, which said Mortgage was recorded in Book 422, Page 142, in said Probate Office is still a valid and enforceable Mortgage against said real property to the same extent as if said Mortgage had not been mistakenly satisfied.

4. That the Promissory Note executed by the Dewberrys in favor of Citicorp is valid and enforceable in all respects to the same extent as if it had not mistakenly been stamped "PAID".

BOOK 163 PAGE 610

5. That anything to the contrary notwithstanding contained herein, Citicorp shall be entitled to exercise all of its rights and remedies contained in the said Note and Mortgage to the full extent as provided therein and the same as if said Note and Mortgage had not been mistakenly marked "PAID" and said Mortgage not been mistakenly satisfied.

6. That this document may be recorded along with the original or a copy of the original Mortgage in the Office of the Judge of Probate of Shelby County, Alabama, with the intent and purpose of verifying the full enforceability and validity of the Promissory Note and the original Mortgage recorded in Book 422, Page 142, in said Probate Office.

IN WITNESS WHEREOF, the undersigned Richard E. Dewberry and Rita A. Dewberry have caused this instrument to be executed on the day and year first above written.

Richard E. Dewberry
Richard E. Dewberry
Rita A. Dewberry
Rita A. Dewberry

BOOK 163 PAGE 611

STATE OF ALABAMA)
SHELBY COUNT)

ACKNOWLEDGMENT

I, *Dianne B. Alexander* a Notary Public in and for said County in said State, hereby certify that Richard E. Dewberry, 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 this 9th day of December, 1987.

Dianne B. Alexander
Notary Public

My Commission Expires: 10-90

Dianne B. Alexander
Notary Public State At Large
MY COMMISSION EXPIRES OCT. 10, 1990

STATE OF ALABAMA)
SHELBY COUNT)

ACKNOWLEDGMENT

I, Dianne Alexander a Notary Public in and for said County in said State, hereby certify that Rita A. Dewberry, 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 this 9th day of December, 1987.

Dianne B. Alexander
Notary Public

My Commission Expires: 10-90

Dianne B. Alexander
Notary Public State At Large
MY COMMISSION EXPIRES OCT. 10, 1990

BOOK 163 PAGE 612

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1987 DEC 15 AM 8:24

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

RECORDING FEES

Recording Fee	\$ <u>10.00</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>11.00</u>