

This instrument prepared by:

John N. Randolph, Sirote, Permutt, et al
2222 Arlington Avenue South
Birmingham, Alabama 35205

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STATE OF ALABAMA)

COUNTY OF JEFFERSON)

Before me, a Notary Public in and for said County and State, personally appeared William E. Burrus, who, being by me first duly sworn, deposes and says that he is the brother of Charles Leroy Burrus, and the son of Edith Burrus, and, as such, he has personal knowledge of their affairs. Affaint states that his brother, Charles Leroy Burrus, died on or about April 11, 1981. He died testate and affaint was the Executor of his estate, appointed by the Probate Court of Shelby County, Alabama. Affaint states that, acting as such Executor, he paid and satisfied that certain mortgage to Cobbs, Allen & Hall Mortgage Company, Inc., dated November 8, 1974, and recorded in Mortgage Book 342, Page 741, in Probate Court of Shelby County, Alabama, as evidenced by the attached copies of the said note and mortgage marked "Paid in Full".

Affaint states that his mother, Edith Burrus died on or about April 22, 1984.

This affidavit is given to induce Lawyers Title Insurance Corporation to issue its policies of insurance.

William E. Burrus
William E. Burrus

Sworn and subscribed to me this 4th day of November, 1988.

[Signature]
Notary Public

My Commission Expires: 5/19/89

EGOK 212 PAGE 608

Sirote, Permutt et al

MORTGAGE CORPORATION OF THE SOUTH

A SUBSIDIARY OF
THE FIRST NATIONAL BANK OF BOSTON



February 23, 1983

Mr. William E. Burrus
3329 Culloden Way
Birmingham, AL 35243

RE: MCS# 76463

Dear Mr. Burrus:

We are enclosing the following items for the above referenced paid
in full loan.

Original Mortgage Note

Original Mortgage recorded in Book 342, Page 741.

Check # 762310, in the amount of \$ 578.87, which
represents the escrow refund.

It has been a pleasure to handle this account for you and we hope
you will turn to us for any future real estate financing you may
need.

Yours very truly,

Sheila Thrash
Sheila Thrash
Paid In Full Department

ST/sw

Enclosures

BOOK 212 PAGE 609

MORTGAGE NOTE

\$ 50,000.00

Birmingham, Alabama.
November 8, 1974.

FOR VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to
Cobbs, Allen & Hall Mortgage Company, Inc., a corporation

or order, the principal sum of Fifty Thousand and 00/100
Dollars (\$50,000.00) with interest from date, at the rate of NINE and ONE-HALF per centum
(9 1/2%) per annum on the unpaid balance until paid. The said principal and interest shall be payable at
the office of Cobbs, Allen & Hall Mortgage Company, Inc., 2119 6th Avenue,
North in Birmingham, Alabama
or at such other place as the holder may designate in writing, delivered or mailed to the debtor, in monthly
installments of Four hundred twenty one and 00/100 Dollars (\$ 421.00),
commencing on the first day of December, 1974, and continuing on the first day of each
month thereafter until this note is fully paid, except that if not sooner paid, the final payment of principal
and interest shall be due and payable on the first day of October, 2004.

Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any
part thereof not less than the amount of one installment, or one hundred dollars (\$100), whichever is less.

If any deficiency in the payment of any installment under this note is not made good prior to the due
date of the next such installment, the entire principal sum and accrued interest shall at once become due
and payable without notice at the option of the holder of this note. Failure to exercise this option shall
not constitute a waiver of the right to exercise the same in the event of any subsequent default. In the
event of default in the making of any payments herein provided and in the event the whole of said debt
is declared to be due, interest shall accrue thereafter at the rate stated above.

This note is secured by mortgage of even date executed by the undersigned on certain property
described therein and represents money actually used for the acquisition of said property or the improve-
ments thereon.

Presentment, protest and notice are hereby waived. The drawers and endorsers of this note also
waive the benefit of any exemption, valuation or appraisal laws as to this debt, and agree to pay all
costs of collecting or securing or attempting to collect or to secure this note, including a reasonable
attorney's fee.

Charles Leroy Burrus, non compos
mentis

By: Edith Burrus
Edith Burrus, his Guardian by
authorization of the decrees of
the Probate Court of Jefferson
County, Alabama, in Case No. 35929

212 PAGE 610
800M

THIS IS TO CERTIFY that this is the note described in, and secured by, mortgage of even date herewith
and in the same principal amount as herein stated and secured by real estate situated in
Shelby County, State of Alabama.
Dated November 8, 1974.

W. J. Sullivan, Jr.
Notary Public.

WITHOUT RECOURSE, PAY TO THE ORDER OF
Liberty National Life Insurance Company
Cobbs, Allen & Hall Mortgage Company, Inc.

BY: Jack E. Wilson
VICE-PRESIDENT

December 5, 1974
Without Recourse, Pay to the Order of
Cobbs, Allen & Hall Mortgage Company, Inc.
Liberty National Life Insurance Company

By: Elmore N. Scott
Elmore N. Scott, Financial Vice President

WITHOUT RECOURSE PAY TO THE ORDER OF
COBBS, ALLEN & HALL MORTGAGE COMPANY, INC.

By: Jack E. Wilson
Senior vice President

BOOK 212 PAGE 611

Book 104 Page 453
10453
P. 84, P. 5

VA Form 26-5246 (Home Loan)
Revised October 1962. Use Op-
tional. Section 1810. Title 22
U.S.C. Acceptable to Federal
National Mortgage Association.

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MORTGAGE

THE STATE OF ALABAMA,
SHELBY COUNTY.

KNOW ALL MEN BY THESE PRESENTS:

That whereas the undersigned Charles Leroy Burrus, a non compos mentis and a single man, acting by and through his Legal Guardian, Edith Burrus, under the authority of the Decrees of the Probate Court of Jefferson County, Ala., in Case No. 35929, of the city of Birmingham and State of Alabama county of Jefferson party of the first part (hereinafter called the Mortgagor), has become justly indebted unto Cobbs, Allen & Hall Mortgage Company, Inc.

, a corporation organized and existing under the laws of Alabama, party of the second part (hereinafter called the Mortgagee), in the full sum of Fifty Thousand and 00/100 Dollars (\$ 50,000.00), money lent and advanced, with interest at the rate of nine & one-half per centum (9 1/2%) per annum until paid, for which amount the Mortgagor has signed and delivered unto the said Mortgagee a certain promissory note bearing even date with these presents, the said principal and interest to be payable at the office of Cobbs, Allen & Hall Mortgage Company, Inc. in Birmingham, Alabama, or at such other place as the holder may designate in writing delivered or mailed to the Mortgagor in monthly installments of Four hundred Twenty Dollars (\$ 421.00), commencing on the first day of December, 1974, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of October, 2004

BOOK 212 PAGE 612

WHEREAS the said Mortgagor is desirous of securing the prompt payment of said note and the several installments of principal, interest, and monthly payments hereinafter provided for, and any additional indebtedness accruing to the Mortgagee on account of any future payments, advances, or expenditures made by the Mortgagee as hereinafter provided:

Now, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1) to the under- signed Mortgagor. Charles Leroy Burrus, in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, and for the purpose of securing the prompt payment of said indebtedness as it becomes due the mortgagee the said Charles L. Burrus does grant, bargain, sell, assign, and convey unto the said Mortgagee the following-described real property situated in Shelby County, Alabama, to wit:

BOOK 342 PAGE 741

Lot 17, Block 10, According to the Survey of Kerry Downs, as recorded in Map Book 5, pages 135 and 136, in the Probate Office of Shelby County, Alabama

together with the hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits of the above-described property (provided, however, that the Mortgagor shall be entitled to col- lect and retain the said rents, issues, and profits, until default hereunder), and all fixtures now or here- after attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

all carpeting and carpet-cushioning installed in residence on said real property.

16. If the indebtedness secured hereby be guaranteed or insured under Title 38 United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

17. The covenants, conditions, and agreements herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns, of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, the use of any gender shall include all genders, and the term, "Mortgagee," shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

Given under my hand and seal this the 8th day of November, 1974

Charles Leroy Burrus, a non compos [SEAL]
mentis and single man

By: Edith Burrus [SEAL]
Edith Burrus, his Legal Guardian

[SEAL]

STATE OF ALABAMA
COUNTY OF ALABAMA
U.C.C. FILE NUMBER OR
REC. BK. & PAGE NOS SHOWN ABOVE
1974 NOV 7 7:55:00
INSTRUMENT WAS FILED
STATE DEPT. SHELBY CO.
CERTIFY THIS

COUNTY.

, a notary public in and for said county, in said State, hereby certify that

whose names signed to the foregoing conveyance, and who known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this _____ day of _____, 19 ____

STATE OF ALABAMA
JEFFERSON COUNTY

Notary Public.

I, W. J. Sullivan, Jr. Notary Public in and for said County, in said State, hereby certify that Edith Burrus, whose name is signed as Legal Guardian of Charles Leroy Burrus, a non compos mentis, 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, she, in her capacity as such guardian, executed the same voluntarily under authority and decrees of the Probate Court of Jefferson County, Alabama, in Case No. 35929, on the day same bears date.

Given under my hand and official seal of office this the 8th day of November, 1974.

W. J. Sullivan, Jr.
Notary Public

1. Dead Tax \$
2. Mig. Tax Release of Mtg
3. Recording Fee 15.00
4. Indexing Fee 1.00
TOTAL 16.00

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

88 NOV -7 AM 9:34

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Mortgage

TO

THE STATE OF ALABAMA,
COUNTY.

I, _____
Judge of the Probate Court of said County,
do hereby certify that the foregoing convey-
ance was filed for registration in this office on

_____ day of _____

_____, and was recorded in Vol. _____

Record of Deeds, pages _____, on the _____

day of _____, 19 ____

5.50
Fees
Judges of Probate.

Return to Sadler, Sadler, Sullivan & Sharp
1750 1st Nat. Bldg. Met. Bldg
Birmingham, Alabama 35203
STATE OF ALABAMA

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BOOK 312 PAGE 744