

When Recorded Mail To:  
Westmoreland Service, Inc.  
P.O. Box 2569  
La Jolla, CA 92038-2569

MMC LOAN #8900115223/HOSSMEISTE/HK/SHELBY/00

AFFIDAVIT IN SUPPORT OF SATISFACTION OF MORTGAGE

STATE OF CALIFORNIA :  
COUNTY OF SAN DIEGO :

Before me, the undersigned authority, personally appeared Christine Schein, who was sworn and says:

1. I am the Vice President of Midland Mortgage Company ("Midland"), with a mailing address of P.O. Box 26648, Oklahoma City, Oklahoma 73126, and I am authorized to make this Affidavit on behalf of Midland.

2. This Affidavit is being given in support of a Satisfaction of Mortgage (the "Satisfaction") executed by Midland and recorded contemporaneously herewith on the following described property:

LOT 53, ACCORDING TO THE SURVEY OF SOUTHERN PINES, 6TH SECTOR, AS RECORDED IN MAP BOOK 9 PAGE 107 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

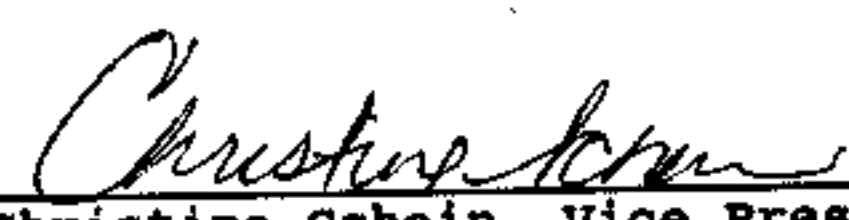
3. Midland is the owner and holder of the Note secured by the Mortgage (more fully described in the satisfaction), which has been paid in full and is being satisfied. The Note and Mortgage were surrendered to the Mortgagor. Attached hereto by Exhibit is a true and correct copy of the Note, endorsed to Midland.

4. Midland has been unable to obtain an Assignment of said Mortgage from Duval Savings and Loan Association (the record owner of the Mortgage as reflected by the recorded chain of title), as said institution is under the receivership or conservatorship of the Resolution Trust Corporation ("RTC"). Midland, pursuant to a Servicing Contract with RTC, has requested, and is entitled to, an assignment of the subject Mortgage from RTC. However, as of the date of this Affidavit, the Assignment of Mortgage has not been received from RTC.

MIDLAND MORTGAGE CO.

Witnessed by:

  
Jill Vargas

  
Christine Schein, Vice President

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

On this 30TH day of APRIL, 1992, before me, the undersigned, a notary public, personally appeared Christine Schein, who is personally known to me to be the person who executed the foregoing Affidavit, and she acknowledged to me that she executed same for the purposes and considerations therein expressed.



  
Erika A. Macys

This Instrument was Prepared By:  
Ronald T. Gravette  
Westmoreland Service, Inc.  
P.O. Box 2569  
La Jolla, CA 92038-2569



Inst # 1992-13932

07/14/1992-13932  
12:30 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 NCD 11.50

# ADJUSTABLE RATE NOTE

(1 Year Treasury Index—Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

February 17, 1987

Birmingham  
[City]

Alabama

[State]

5004 Stonebridge Lane, Birmingham, Alabama 35243  
[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 108,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is  
FIRST SECURITY MORTGAGE CORPORATION

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.25 %. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

## 3. PAYMENTS

### (A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the first day of each month beginning on April 1, 19 87. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on March 1, 20 17, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at P. O. Box 7557, Birmingham, Alabama 35253 or at a different place if required by the Note Holder.

### (B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 736.76. This amount may change.

### (C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

## 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

### (A) Change Dates

The interest rate I will pay may change on the first day of March, 19 88, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

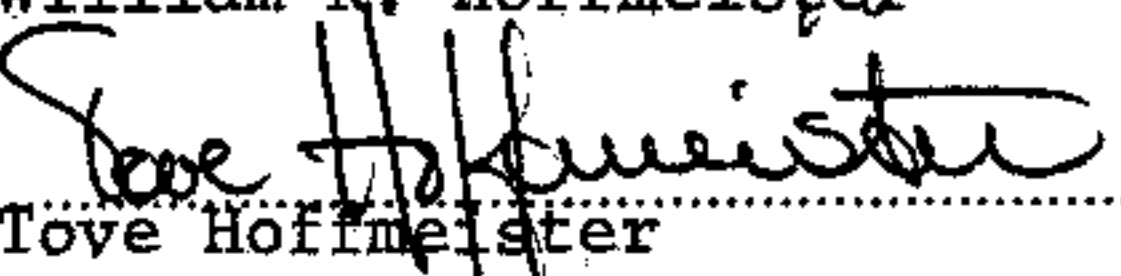
### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

  
..... (Seal)  
William R. Hoffmeister ..... -Borrower

  
..... (Seal)  
Tove Hoffmeister ..... -Borrower

..... (Seal)  
..... -Borrower

..... (Seal)  
..... -Borrower

[Sign Original Only]

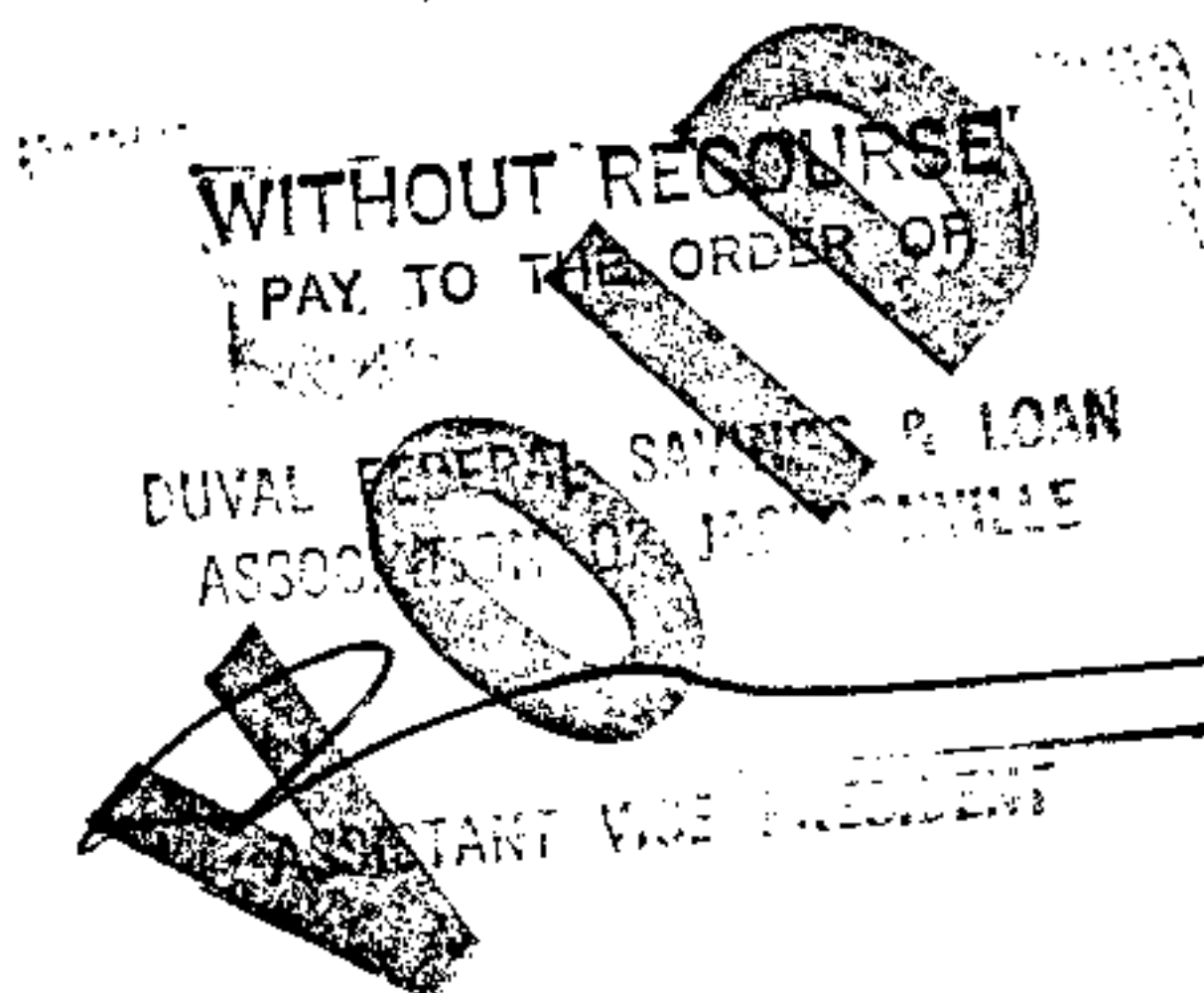
Pay to the order of Duval Federal Savings & Loan Association of Jacksonville without recourse.


First Security Mortgage Corporation



George C. Hawkins, III  
President

Pay to the Order of  
MIDLAND MORTGAGE CO.,  
Without Recourse  
Resolution Trust Corporation as  
Conservator of Duval Federal  
Savings Association



By:   
Robert L. Willett  
Managing Agent and  
Attorney-in-Fact

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