

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

MHC LOAN 88900211583/BOBBY LEE HENDERSON/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 32 OF OLDE TOWNE FOREST SUBDIVISION, LOCATED IN THE NE 1/4 OF THE SW 1/4 OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, AS RECORDED IN MAP BOOK 9 PAGE 133 IN THE PROBATE OFFICE OF 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 17TH day of JUNE, 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. Macy



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

VA Form 26-6000a (Home Loan),
Rev. June 1977. One (1) copy.
Section 1040, Title 38 U.S.C. Ac-
ceptable to Federal National Mort-
gage Association.

ALABAMA

MORTGAGE NOTE

\$ ****\$1,000.00

PAID IN FULL

Birmingham, Alabama.
September 30, 1986.

FOR VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to
Stockton, Whatley, Davin & Company

or order, the principal sum of EIGHTY ONE THOUSAND AND 00/100-----
Dollars (\$1,000.00) with interest from date, at the rate of Nine & 1/2 per centum
(9.5 %) per annum on the unpaid balance until paid. The said principal and interest shall be payable at
the office of Stockton, Whatley, Davin & Company, 100 W. Bay Street *AM B LK*
in Jacksonville, Florida 32202
or at such other place as the holder may designate in writing, delivered or mailed to the debtor, in monthly
installments of SIX HUNDRED EIGHTY ONE AND 21/100----- Dollars (\$681.21),
commencing on the first day of November, 1986, 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, 2016.

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.
Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment
due date, need not be credited until the next following installment due date or thirty days after such
prepayment, whichever is earlier.

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.

Bobby Lee Henderson
Bobby Lee Henderson

Alice F. Henderson
Alice F. Henderson

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 September 30th, 1986.

Courtney H. Mason, Jr.
COURTNEY H. MASON, JR. Notary Public.

WITHOUT RECOURSE PAY TO THE ORDER OF
Duval Federal Savings & Loan Assoc.
STOCKTON, WHATLEY, DAVIN & COMPANY

By *[Signature]*
ASST. VICE PRESIDENT

WITHOUT RECOURSE
PAY TO THE ORDER OF
DUVAL FEDERAL SAVINGS & LOAN
ASSOCIATION JACKSONVILLE
[Signature]
ASSISTANT VICE PRESIDENT

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

By: *[Signature]*
Robert L. Willett
Managing Agent and
Attorney-in-Fact

WITHOUT RECOURSE PAY
TO THE ORDER OF:

TO: _____
FROM: MIDLAND MORTGAGE CO.
BY: *[Signature]*
Terry Singer, Vice President

Inst. # 1992-17295

08/17/1992-17295
03:59 PM CERTIFIED
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