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

MMC LOAN #8900079343/DENSON E HULSEY JR/CMM/SHELBY/00

AFFIDAVIT IN SUPPORT OF SATISFACTION OF MORTGAGE

STATE OF CALIFORNIA : COUNTY OF SAN DIEGO :

Before me, the undersigned authority, personally appeared Venus McKnight, who was sworn and mays:

- 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 2, BLOCK 1, ACCORDING TO THE SURVEY OF BROOKFIELD, FIRST SECTOR, AS RECORDED IN MAP BOOK 5, PAGE 125, IN THE OFFICE OF THE JUDGE OF PROBATE 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:

Flora Arcaira

ENUS MCKNIGHT, VICE PRESIDENT

STATE OF CALIFORNIA COUNTY OF SAN DIEGO

On this 19th day of October, 1992, before me, the undersigned, a notary public, personally appeared VENUS MCKNIGHT, 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.

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

COMM. #958703

NOTARY PUBLIC CALIFORNIA

SAN DIEGO COUNTY

My Comm. Expires Mar. 4, 1996

Inst # 1992-28448

11/30/1992-28440
03:29 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 11.50

## State of Alabama

## Mortgage Note

FHA Case No.
  α11 • 2851311703

s \*\*\*\*72,504.00

Birmingham , Alabama. Aprīl 29 , 1987 .

21311

For Value Received, the undersigned jointly and severally promise(s) to pay to MortgageAmerica, Inc.

the principal sum of SEVENTY TWO THOUSAND FIVE HUNDRED FOUR AND 00/100----

\*\*\*\*72,504.00 ), Dollars (\$

or order.

in

per centum ( 10.000 %) Ten per annum on the unpaid balance until paid. The said principal and interest shall be payable at the office of with interest from date at the rate of MortgageAmerica, Inc., 120 Office Park Drive, Suite 100 Birmingham, Alabama 35223 SIX HUNDRED THIRTY or at such other place as the holder may designate in writing, in monthly installments of Dollars (\$\*\*\*\*\*636.28

SIX AND 28/100-----, 1987, and 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, June commencing on the first day of shall be due and payable on the first day of

If default be made in the payment of any installment under this note, and if such default 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.

Presentment, protest, and notice are hereby waived. The drawers and endorsers of this note also waive the benefit of any homestead, exemption, valuation or appraisement 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.

This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

WITHOUT RECOURSE PAY TO THE ORDER OF

Duval Federal Savings and Loan Association of Jacksonville

MORTGAGEAMERICA, INC.

By

Maurice F. Wilhelm, Jr. Executive Vice President

WITHOUT RECOURSE PAY TO THE ORDER OF

DUVAL FEDERAL SAVUES & LOAN ASSOCIATION OF JACKSONVILLE

ASSISTAN VICE 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

WITHOUT RECOURSE PAY TO THE ORDER OF:

T0: \_\_\_\_

FROM: MIDLAND MORTGAGE CO.

RY. Y

Terri Singer, Vice President

Inst # 1992-28440

11/30/1992-28440
03:29 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
11.50