

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

MMC LOAN #8900175043/JAMES C PRICE/HK/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 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 106, ACCORDING TO SURVEY OF BROKEN ROW, 4TH ADDITION, AS RECORDED IN MAP BOOK 8, PAGE 163, 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:

Elena Arcaira  
Elena Arcaira

Venus McKnight  
VENUS MCKNIGHT, VICE PRESIDENT

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

On this 10th day of November, 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.

Erika A. Macys  
ERIKA A. MACYS

This Instrument was Prepared By:

Elena Arcaira  
Elena Arcaira  
Westmoreland Service, Inc.  
P.O. Box 2569  
La Jolla, CA 92038-2569



Inst # 1992-29452

12/09/1992-29452  
08:13 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 11.50

# 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

# 9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

# 10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, 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.

*James Carraway Price* .....(Seal)  
James Carraway Price .....-Borrower

*Susan P. Price* .....(Seal)  
Susan P. Price .....-Borrower

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

[Sign Original Only]

PAY TO THE ORDER OF

First Security Mortgage Corporation  
Without Recourse

BIRMINGHAM FEDERAL SAVINGS & LOAN ASSOCIATION  
By: *[Signature]*

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

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

FIRST SECURITY MORTGAGE CORPORATION

*Elizabeth K. Stagner*

Elizabeth K. Stagner  
Vice President

WITHOUT RECOURSE  
PAY TO THE ORDER OF

DUVAL FEDERAL SAVINGS & LOAN  
ASSOCIATION OF JACKSONVILLE

*[Signature]*  
ASSISTANT VICE PRESIDENT

WITHOUT RECOURSE PAY  
TO THE ORDER OF:

TO: \_\_\_\_\_  
FROM: MIDLAND MORTGAGE CO.

BY: *Terri Singer*  
Terri Singer, Vice President

# NOTE

June 26, 1987 Birmingham, Alabama  
 5137 Chickasaw Circle Birmingham Alabama 35243  
 [Property Address]

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## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$57,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Birmingham Federal Savings and Loan Association. 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 9.5%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(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 1st day of each month beginning on August 19, 1987. 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 July 1, 2002, 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 511 South 20th Street, Birmingham, Alabama 35223 or at a different place if required by the Note Holder.

### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$595.21

## 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

## 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

## 6. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

### (D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

### (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. These expenses include, for example, reasonable attorneys' fees.

## 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

MULTISTATE FIXED RATE NOTE—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

Form 3200 12/83

44601 SAF SYSTEMS AND FORMS  
 CHICAGO, IL

12/09/1992-29452  
 08:13 AM CERTIFIED  
 SHELBY COUNTY JUDGE OF PROBATE  
 003 MCD 11.50