ML

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

MMC LOAN #8900056052/JAMES E BRANCHE JR/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 46, ACCORDING TO THE SURVEY OF MEADOW BROOK, 4TH SECTOR, AS RECORDED IN MAP BOOK 7, PAGE 67, IN THE OFFICE OF THE JUDGE OF PROBATE 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 21st day of December, 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

Erika A. Macys
Comm. #958703
NOTARY PUBLIC CALIFORNIA
SAN DIEGO COUNTY
My Comm Expires Mar 4, 1996

This Instrument was Prepared By:

Elena Arcaira

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

Inst. # 1993-05200

02/23/1993-05200
12:39 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 11.50

216629-6

ADJUSTABLE RATE NOTE

(1 Year Treasury Index—Rate Caps)

PAID IN FULL

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.

October 29, 19 87 Birmingham [City], Alabama [State]

5223 Post House 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. $ 79,600.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is MortgageAmerica, Inc.. 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 8.00 %. 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 December 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 November 1, 2017, 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 10581, Birmingham, Alabama 35202, 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. $ 584.08. 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 November 1, 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." 216629-6

uninsured

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.

James E. Branche, Jr. (Seal)
James E. Branche, Jr. -Borrower

Sonya Smith (Seal)
Sonya Smith -Borrower

.... (Seal)
-Borrower

.... (Seal)
-Borrower

[Sign Original Only]

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

Pay to the Order of
Midland Mortgage Co.
Without Recourse
Resolution Trust Corporation as Conservator of Duval Federal Savings Association
By: ____________
Kenneth A. Archibald,
Managing Agent and
Attorney-in-Fact

WITHOUT RECOURSE PAY
TO THE ORDER OF:
TO: ____________
FROM: MIDLAND MORTGAGE CO.
BY: Terri Singer
Terri Singer, Vice President

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