

AFFIDAVIT

*from OK
rwc*

STATE OF ALABAMA)
SHELBY COUNTY)

Inst # 1996-41319

12/16/1996-41319
02:37 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
13:50
003 MEL

I, Annie M. Winslett do hereby certify that I have paid in full the note and mortgage to Alabama Professional Remodelers, Inc. as recorded in Real Volume 1994 Page 16900 and transferred to Valley National Financial Services Company in Real Volume 1994, Page 32268 in the Probate Office of Shelby County, Alabama. A copy of said paid receipt is attached as Exhibit "A" and made a part hereof.

Executed this the 2nd day of December, 1996.

Annie M. Winslett
Annie M. Winslett

STATE OF ALABAMA)
SHELBY COUNTY)

I the undersigned Notary Public in and for said County in said State, hereby certify that Annie M. Winslett whose name is signed to the foregoing instrument and who is known to me acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 2nd day of December 1996.

[Signature]

Notary Public

My Commission Expires 5/27/2000

EXHIBIT "A"

INSTALLMENT SALE CONTRACT, NOTE & DISCLOSURE STATEMENT

THIS AGREEMENT, made this 4th day of May, 19 94, betweenSeller: Alabama Professional Remodeling, Inc.Buyer (s): Mrs. Annie M. Winslett & Tallulah J.Address: P. O. Box 320005

AND

Address: 135 Winslett Rd.

Winslett

Birmingham, Alabama 35232Pelham, Alabama 35124

(Hereinafter called Seller)

(Hereinafter called Buyer)

135 Winslett Rd., Pelham, Alabama 35124

Property Where Improvements Will Be Located

This contract covers Buyer's installment purchase from Seller of the property and/or services described below. Buyer is in agreement with the terms as set forth below and as security for the payment and performance of Buyer's obligations hereunder, Buyer shall execute and deliver to Seller a real estate Mortgage on the property where improvements will be located and/or any other property offered as security. This is also a purchase money security interest. Buyer understands that Seller may assign this contract. Buyer also understands that anyone who signs this contract as Buyer will be, jointly and severally, responsible for all amounts owed.

Complete description of the goods and work to be done and materials to be used.
(Attach specifications sheet if necessary)

Tear off roof down to decking; Replace any and all bad decking; Install 25 year fiberglass shingle roofing.

PAID IN FULL
DATE 12/8-95

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down-payment of
<u>16.90</u> %	\$ <u>901.48</u>	\$ <u>3200.00</u>	\$ <u>4101.48</u>	\$ <u>4101.48</u>

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
<u>36</u>	\$ <u>113.93</u>	Monthly Beginning <u>6/10/94</u> and on the same day of each successive month (estimated)

Property insurance is required.
You may obtain property insurance from any insurance company authorized to transact business in Alabama that is acceptable to Seller.

Security: You are giving a security interest in:
☒ the goods or property being purchased.
☒ (brief description of other property) 135 Winslett Rd., Pelham, Alabama 35124

Late Charge: If a payment is late (10 days or more after due date), you will be charged 50¢ or 5% of the payment, whichever is greater, but not more than \$100.00.

Prepayment: If you pay off early, you will not have to pay a penalty.

See other provisions of this document for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

INSURANCE: Credit Life Insurance is not required to obtain credit and will not be provided unless you sign and agree to pay the additional costs.

TYPE	PREMIUM	I WANT CREDIT LIFE INSURANCE
CREDIT LIFE INDIVIDUAL	\$ <u>N/A</u>	<u>N/A</u> SIGNATURE _____
CREDIT LIFE JOINT	\$ _____	WE WANT CREDIT LIFE INSURANCE SIGNATURE _____ SIGNATURE _____

The face amount of the decreasing term credit life insurance, if any, is equal to the lesser of the principal balance owing from time to time or \$100,000. The term of the insurance, if any, coincides with the length of the repayment schedule, subject, however, to a maximum term of 15 years.

PROMISE TO PAY: Buyer promises to pay to Seller the Amount Financed shown above, together with Finance Charge thereon at the Annual Percentage Rate shown above, computed on a simple interest basis, on the unpaid balances of the Amount Financed from time to time until paid in full, in consecutive monthly installments as indicated in the Payment Schedule shown above. The Finance Charge begins to accrue one month before the first payment due date. Any amounts remaining unpaid on the final payment due date will be due in full on that date. Payments will be applied first to any accrued late charges, then any accrued but unpaid Finance Charge and then to the unpaid balance of the Amount Financed.

Charges for recording, intangible taxes and title and credit examinations are borne by Seller unless disclosed as a charge to the Buyer. Buyer hereby acknowledges that he was not quoted any total sale price for the goods and services provided for in this contract other than the total sale price stated above. Buyer hereby acknowledges that this contract was completed as to all essential provisions before it was signed by Buyer, and a copy thereof was delivered to Buyer at the time this contract was signed. All of the terms and conditions on the reverse side hereof are incorporated into this agreement by reference. Time is of the essence of this contract.

SELLER REPRESENTS THAT ITS NOTES, CONTRACTS AND/OR MORTGAGES ARE ROUTINELY SOLD TO FINANCIAL INSTITUTIONS, AND ANY COST ATTENDANT IS BORNE SOLELY AND ENTIRELY BY SELLER WHEN THIS CONTRACT AND NOTE IS ASSIGNED.

NO REPRESENTATIONS, PROMISES OR WARRANTIES, EXPRESSED OR IMPLIED, HAVE BEEN MADE TO BUYER WITH RESPECT TO THE PROPERTY IMPROVEMENTS SOLD PURSUANT TO THIS CONTRACT, EXCEPT AS SPECIFIED HEREIN. IT IS EXPRESSLY AGREED THAT SELLER MAKES NO WARRANTIES WHATSOEVER OF ANY NATURE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS TO TITLE.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT ADDITIONAL CONTRACT TERMS.

CAUTION — IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT

Alabama Professional Remodelers, Inc.

(Seller)

By Ronald E. Prevatt

(Title)

Annie M. Winslett
(Signature of Buyer)

Tallulah J. Winslett
(Signature of Buyer)

ADDITIONAL CONTRACT TERMS

This is not a negotiable instrument. The goods are bought for use primarily for personal, family or household purposes and will be kept at the residence of Buyer stated herein or at the Property Where Improvements Will Be Located. Buyer grants to Seller all those rights, privileges and protections provided for under the Alabama Uniform Commercial Code, including the right of deficiency if the original cash price is more than \$1,000, and further waives all rights of exemption except the consumer protection provision of the Alabama Consumer Credit Act.

PAYMENTS: The final payment may be slightly more or less than the schedule of payments.

SECURITY INTERESTS: Buyer grants Seller a purchase money security interest in the goods and services being purchased and a mortgage security interest in the real estate on the property where improvements will be located and a mortgage security interest in any other property offered as security, more particularly described in the Mortgage entered into herewith, receipt of a copy of which Mortgage is hereby acknowledged by Buyer. To further secure this contract Buyer waives to the extent allowed by law, his personal property exemptions. Buyer grants Seller a security interest in insurance proceeds, and in any unearned insurance premiums. Buyer acknowledges that Seller's mechanic's and materialman's lien rights are security for this Agreement.

PROPERTY INSURANCE: The Buyer shall have the option of furnishing the required insurance either through existing policies of insurance owned or controlled by him or procuring and furnishing equivalent insurance coverages through any insurance company authorized to transact business in Alabama that is acceptable to Seller. Buyer will insure the Collateral for the term of the loan, against such casualties and in such manner as Seller shall require. All insurance policies shall be written for the benefit of Buyer and Seller as their interests may appear, and such policies or certificates evidencing the same shall be furnished to Seller within ten (10) days from date of this Agreement. All insurance policies shall provide at least 10 days' prior written notice of cancellation to Seller. If Buyer fails to provide such insurance or fails to pay the premium on any such insurance, Seller may at its option: (a) declare the contract in default, or (b) insure the property under a Vendor's Single Interest insurance policy with fire and/or extended coverage insurance, adding the cost of such insurance and a finance charge thereon in the maximum amount allowed by law to other amounts secured hereby. Seller is under no obligation or has no duty to pay premiums for such insurance. Any balance of insurance proceeds remaining after payment in full of all amounts secured hereunder shall be paid to Buyer.

TAXES, LIENS, ASSESSMENTS, CHARGES AND ENCUMBRANCES: Buyer will keep the Collateral free from liens and other security interests, and will promptly pay all taxes, assessments, charges, liens or encumbrances now or hereafter affecting the Collateral and, if the Collateral is on or attached to realty owned by Buyer, the realty on which the Collateral is located. If Buyer fails to pay or discharge any such lien Seller may at its option: (a) declare the contract in default, or (b) pay any such amount, adding the amount paid and a finance charge thereon in the maximum amount allowed by law to other amounts secured hereby. Seller is under no obligation or has no duty to pay for taxes or any other such liens.

ACCELERATION AND ATTORNEY'S FEES: In the event of default in any of the terms or obligations by Buyer, Seller may accelerate and declare the entire unpaid balance immediately due and payable, without refund or rebate except in the event of pre-payment herein described. If the amount financed herein exceeds \$300 Buyer agrees, in the event of default, to pay reasonable attorney's fees in the enforcement hereof, not exceeding 15% of the unpaid debt after default, and referral to an attorney not a salaried employee of Seller.

ASSUMPTION: A subsequent purchaser of the real property which secures this Loan may not be permitted to assume the remaining obligation on its original terms.

MISCELLANEOUS: Buyer certifies that there is not and will not be any extension of credit in connection with the sale of the property improvements herein described other than that evidenced by this contract. Buyer shall obtain all necessary government permits and shall make or bear all expense of making changes in his property required by law or government regulations.

Buyer certifies that the credit information furnished by him in connection with this sale is true and complete.

Seller shall not be liable for delays or damages caused by strikes, material or labor shortages or other conditions beyond Seller's control. Seller assumes no responsibility for seeking any license, permit or authorization to do the work, labor and services provided for herein.

Seller may assign this contract, and any assignee shall take and have the benefit of all of Seller's rights hereunder.

Buyer authorizes Seller to release to credit bureaus, credit interchanges and other grantors of credit, such information relating to this transaction and Buyer's creditworthiness, as may be determined pertinent by such Seller.

Buyer hereby authorizes Seller to mail to Buyer any credit card, coupon book, or similar device, for purpose of establishing Buyer's identity and credit.

Any provision hereof contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof.

Buyer acknowledges that this contract is subject to Buyer's credit being approved by Seller.

It shall be a default in this Agreement if any payment is not made when due or Buyer shall become insolvent or make an assignment for the benefit of creditors, or if Buyer shall institute or there shall be instituted against Buyer any bankruptcy, insolvency, or debt adjustment proceeding, or if Buyer shall default in any of the other terms of this Agreement. Demand, protest and notice of protest, and all requirements necessary to hold Buyer liable are hereby waived.

Words used in this instrument in the singular include the plural, and the plural, the singular.

001.001

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

ASSIGNMENT

TO: Phoenix Financial Service, Inc.

FOR VALUE RECEIVED, the Seller hereby sells, assigns, and transfers to the Assignee named above, all right, title and interest of the Seller in and to the within contract subject to all of the terms and conditions and all covenants, representations and warranties of Seller set forth in the general Dealer Agreement now existing between Seller and Assignee.

DATE May 10 19 94

Robert R. Rasmussen
(Seller)

BY Boasde Pruitt

ITS: President

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02:37 PM CERTIFIED
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