

**SATISFACTION AND DISCHARGE OF MORTGAGE**

WHEREAS, MICHAEL N. ESHENBAUGH AND CHERYL LEE ESHENBAUGH, HUSBAND AND WIFE ("Mortgagor") executed and delivered to OHIO SAVINGS BANK ("Mortgagee") an Open-End Mortgage and Security Agreement dated December 18, 1995 which was recorded in Volume INST.# 1995-36884, Page ---- of the Records of SHELBY County, ALABAMA (the "Mortgage"), and which encumbered the premises described on the attachment hereto (the "Property") to secure the payment of the sums described therein, and all amounts secured thereby have been paid in full (except for any obligations intended to survive satisfaction and discharge of record);

NOW, THEREFORE, Mortgagee acknowledges full payment and satisfaction of the obligations secured by the Mortgage (except for any obligations intended to survive satisfaction and discharge of record) and hereby fully releases, quit-claims, exonerates and discharges all of the Property described in and subject to the Mortgage from the lien, operation and effect thereof, and directs the County Recorder to cancel the same of record.

**SEE ATTACHED**

Signed this 17TH DAY OF JAN. 1997.

Signed and Acknowledged

in the Presence of:

Stacey Thornton  
Stacey Thornton

Mae Karoli  
Mae Karoli

**OHIO SAVINGS BANK**

(fka The Ohio Savings Association aka Shaker Savings Association)

Joyce Earley  
Authorized Agent, Joyce Earley

STATE OF OHIO ) SS:  
COUNTY OF CUYAHOGA )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Joyce Earley, the Authorized Agent of Ohio Savings Bank, who acknowledged to me that (s)he did sign the foregoing instrument on behalf of said Bank and that the same was the free act and deed of said Bank and his/her free act and deed, individually and such Authorized Agent.

Carolyn Koltiska  
Notary Public

This Instrument was prepared by:  
OHIO SAVINGS BANK  
1801 EAST NINTH STREET  
CLEVELAND, OHIO 44114

CAROLYN KOLTISKA, Notary Public  
State of Ohio  
My Commission Expires Nov. 18, 2001

Loan Number: 1957857 P/O Date: 12-96

Inst # 1997-02706

01/27/1997-02706  
12:19 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MEL 11.00

1/17/97

Inst # 1997-02706

AFTER RECORDING MAIL TO:

MATRIX FINANCIAL SERVICES CORPORATION  
P. O. BOX 78144  
PHOENIX, AZ 85062-8144

Inst # 1995-36884

12/27/1995-36884  
12:41 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
008 NCB 198.95

LOAN NO. -553767

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 18, 1995. The mortgagor is MICHAEL N. ESHENBAUGH and CHERYL LEE ESHENBAUGH, husband and wife ("Borrower").

MATRIX FINANCIAL SERVICES CORPORATION,

This Security Instrument is given to which is organized and existing under the laws of Arizona, and whose address is P. O. BOX 78144, PHOENIX, AZ 85062-8144 ("Lender").

Borrower owes Lender the principal sum of One Hundred Fifteen Thousand Two Hundred Fifty Dollars and no/100 Dollars (U.S. \$ 115,250.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on January 1, 2026. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in Shelby County, Alabama:

Lot 4, according to the Survey of Park Forest Subdivision, 5th Sector, as recorded in Map Book 17, Page 91, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

The proceeds of this loan have been applied on the purchase price of the property described herein, conveyed to mortgagors simultaneously herewith.

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SHELBY COUNTY JUDGE OF PROBATE  
002 HEL 11.00

which has the address of  
Alabama 35115  
[Zip Code]

152 DOGWOOD TRAIL  
[Street]  
("Property Address");

MONTEVALLO  
[City]

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

1997-02706

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