

AFFIDAVIT

My name is Florence M. Wettig and I am the owner of property located at 150 Stratford Circle, Pelham, Alabama 35124, which has a legal description of Lot 19, Stratford Place, Phase IV, as recorded in Map Book 14 page 69 in the Probate Office of Shelby County, Alabama.

I have personal knowledge of the matters referred to in this affidavit. On October 18, 1991, I made a mortgage to BancBoston Mortgage Corporation. Said mortgage is recorded in Real 370 page 481 in the Probate Office of Shelby County, Alabama. Said mortgage was assigned to Household Bank in Instrument 1992-13019 in said Probate Office.

On September 16, 1993, I refinanced my home with MortgageAmerica, Inc. and paid off the loan to BancBoston Mortgage Corporation. J. Dan Taylor closed the loan at that time.

On November 9, 1993, I was sent the cancelled note and mortgage for the BancBoston Mortgage Corporation loan (a copy of the paid in full note and cancelled mortgage are attached). The original release was sent to J. Dan Taylor for recordation. The release was never recorded in the Probate Office. A duplicate release has been requested from Household Bank.

This affidavit is being given in order to induce Cahaba Title, Inc. to issue a clear title policy for Johnsie E. Moore and Holly M. Pennington.


Florence M. Wettig

State of Alabama)
County of Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Florence M. Wettig, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she, executed the same voluntarily on the day the same bears date.
GIVEN UNDER MY HAND THIS THE 23RD DAY OF MAY, 1997.

My Commission Expires:

3/15/99


Notary Public

Inst # 1997-16242

05/27/1997-16242
09:24 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 SNA 13.50

Dmy.

4925631

RECORD AND RETURN TO:

1672

9981754

(Space Above This Line For Recording Date)

MORTGAGE 4925631

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 18, 1991 The grantor is FLORENCE M. WETTIG

("Borrower").

This Security Instrument is given to BANCOSTON MORTGAGE CORPORATION

which is organized and existing under the laws of THE STATE OF FLORIDA whose address is 7301 BAYMEADOWS WAY, JACKSONVILLE, FLORIDA 32256

("Lender").

Borrower owes Lender the principal sum of

FIFTY FIVE THOUSAND AND NO/100 ***** Dollars (U. S. \$ 55,000.00). 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 NOVEMBER 1, 2021 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 19, according to the Map and Survey of Stratford Place, Phase IV, as recorded in Map Book 14, page 69, in the Office of the Judge of Probate of Shelby County, Alabama.

The Purchase Money Mortgage has been applied on the purchase price of the property herein conveyed to Mortgagor simultaneously herewith.

CANCELLED

which has the address of 150 STRATFORD CIRCLE (Street) Alabama 35124 ("Property Address"); (Zip Code)

PELHAM (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 seized 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.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by

Handwritten signature/initials

NOTE

4925631

OCTOBER 18

, 19 91

BIRMINGHAM
(City)ALABAMA
(State)150 STRATFORD CIRCLE, PELHAM, AL 35124
(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 55,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is BANCOSTON MORTGAGE CORPORATION,

A FLORIDA CORPORATION

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 8.875 %.

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 DECEMBER 1 19 91. 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 interest before principal. If, on NOVEMBER 1, 2021, I still owe amounts under this Note, I will pay them in full on that date, which is called the "maturity date".

I will make my monthly payments at 7301 BAYVIEW AVE, JACKSONVILLE, FLORIDA 32256

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. \$ 437.61.

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. Those 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.

PAID IN FULL

05/27/1997-16242
09:24 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE