THIS INSTRUMENT WAS PREPARED BY:
DOUGLAS KEY, ATTORNEY AT LAW
POST OFFICE BOX 360345
BIRMINGHAM, ALABAMA 35236

Inst # 1998-00202

01/05/1998-00202
02:32 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 WEL 21.00

AFFIDAVIT

STATE OF ALABAMA)
SHELBY COUNTY)

Before me, the undersigned, a Notary Public in and for said County in said State, personally appeared BARBARA ROY FRANKS a/k/a BARBARA CAIRNS and TIMOTHY M. FRANKS, SR. whose names are signed to this Affidavit and who are known to me, and who, being by me first duly sworn, depose and say as follows:

Our names are BARBARA ROY FRANKS a/k/a BARBARA CAIRNS and TIMOTHY M. FRANKS, SR. and we reside at 15 Southern Hills Lane, Calera, Shelby County, Alabama. We are the owners of the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 9, according to the map of Southern Hills, as recorded in Map Book 7, Page 72, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Mineral and mining rights excepted.

On July 24, 1978 I, Barbara Roy Franks a/k/a Barbara Cairns and my husband at that time, Ricky M. Cairns (who died on 8/22/80), took out a mortgage loan with Collateral Investment in the amount of $38,800.00, which was recorded in Mortgage Book 380, Page 939 in the Office of the Judge of Probate of Shelby County, Alabama, which said mortgage was transferred to Guaranty Savings & Loan Association by instrument recorded in Misc. Book 27, Page 976 in said Probate Office. Guaranty Savings & Loan Association went bankrupt and my mortgage was taken over by GE Capital Mortgage Services. This mortgage was paid in full to GE Capital Mortgage Services on or about April 1, 1996 as evidenced by the attached instruments designated as Exhibits "A", "B", "C" and "D". GE Capital sent us a release along with a check for the recording fee. This document, along with the check for the recording fee, was sent to the Probate Court. We have never received the recorded release back from the Probate Court.

The purpose of this Affidavit is to certify that the aforesaid mortgage to Collateral Investment which was recorded in **Mortgage Book 380, Page 939** and assigned to **Guaranty Savings & Loan Association** recorded in **Misc. Book 27, Page 976** has been **PAID IN FULL.**

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 3rd day of December, 1997.

Barbara Roy Franks
AFFIANT - BARBARA ROY FRANKS a/k/a BARBARA CAIRNS

Timothy M Franks Sr.
AFFIANT - TIMOTHY M. FRANKS, SR.

STATE OF ALABAMA)
JEFFERSON COUNTY)

SWORN TO and SUBSCRIBED before me on this the 3rd DAY OF December, 1997.

Alaine G. Barner
NOTARY PUBLIC
My Commission Expires: 10/31/99

GE Capital

GE Capital Mortgage Services
A unit of GE Capital Mortgage Corporation
625 Maryville Centre Dr. St. Louis, MO 63141

April 30, 1996

BARBARA R FRANKS
15 SOUTHERN HILLS LN
CALERA, AL 35040

RE: GE LOAN #: 718679749
RT 2 BOX 782
CALERA, AL 350400000

Dear Mortgagor(s):

Your mortgage account at GE Capital Mortgage Services, Inc. has been PAID IN FULL.

The documents needed to satisfy the lien will be forwarded to you or your closing agent upon completion. If an escrow or interest refund is due, it will be mailed to the above mailing address within fifteen business days from the date of payoff.

****
(THIS INFORMATION DOES NOT APPLY IF YOU HAVE REFINANCED YOUR MORTGAGE WITH G.E.).

If insurance premiums were escrowed, effective 04/29/96, this account was closed. Unless you have established a new insurance account with a mortgage lender, you will be obligated to pay the appropriate insurer all insurance premiums that become due. Please contact your homeowners insurance agent to have the mortgagee clause deleted from your policy.

ALFA MUTUAL INSURANCE CO
P.O. BOX 11000
MONTGOMERY, AL 36191

If property taxes were escrowed, you will need to advise your local and/or state tax collectors to forward all future bills and receipts directly to your attention. You will be responsible for any future tax payments on the property.
****

If you had an optional insurance policy or service, you will be contacted by GE Capital Insurance Services Agency, Inc. regarding the status.

It has been a pleasure serving you. We hope that you will turn to GE Capital Mortgage Services, Inc. to meet your future financial needs.

Sincerely,

S. Williams
Reconveyance Correspondence Coordinator
1-800-222-0236

CONGRATS

Exhibit "A"

GE Capital

GE Capital Mortgage Services
A unit of GE Capital Mortgage Corporation
625 Maryville Centre Dr. St. Louis, MO 63141

July 21, 1997

RICKY N. CAIRNS
BARBARA CAIRNS
15 SOUTHERN HILLS LN
CALERA, AL 35040

RE: GE Loan #: 718679749
BORROWER NAME: Ricky N. Cairns AND Barbara Cairns
PROPERTY ADDRESS: RT 2, BOX 752
CALERA, AL 35040

We have received additional documents related to the above mortgage which has been paid in full. Documents necessary to release the lien on the above property were previously sent to you. The enclosed recorded satisfaction document and/or miscellaneous documents are being forwarded for your records.

If we can assist you with any future mortgage services, please feel free to contact our office at 1-800-431-8343.

Thank you for allowing us to be of service to you.

Sincerely,

Reconveyance Department

Enclosure(s)

MISCDOC

Exhibit "B"

Exhibit "C"

NOTE

US $ 38,800.00 ....Birmingham......., Alabama
City

....July 24..............., 1978..

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay ....Collateral Investment Company..............., or order, the principal sum of . Thirty-eight Thousand, Eight Hundred and no/100----------------------Dollars, with interest on the unpaid principal balance from the date of this Note, until paid, at the rate of ..nine and three-fourths........... percent per annum. Principal and interest shall be payable at 2100 First Avenue, North, Birmingham, Alabama 35203..............., or such other place as the Note holder may designate, in consecutive monthly installments of ..Three Hundred Thirty-three and 68/100----------------------Dollars (US $...333.68.................), on the.....first............day of each month beginning....September 1........., 1978.. Such monthly installments shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on........August 1, 2008.

If any monthly installment under this Note is not paid when due and remains unpaid after a date specified by a notice to Borrower, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the Note holder. The date specified shall not be less than thirty days from the date such notice is mailed. The Note holder may exercise this option to accelerate during any default by Borrower regardless of any prior forbearance. If suit is brought to collect this Note, the Note holder shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, reasonable attorney's fees.

Borrower shall pay to the Note holder a late charge of.....four.............. percent of any monthly installment not received by the Note holder within.......fifteen.......... days after the installment is due.

Borrower may prepay the principal amount outstanding in whole or in part. The Note holder may require that any partial prepayments (i) be made on the date monthly installments are due and (ii) be in the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the Note holder shall otherwise agree in writing. If, within five years from the date of this Note, Borrower make(s) any prepayments in any twelve month period beginning with the date of this Note or anniversary dates thereof ("loan year") with money lent to Borrower by a lender other than the Note holder, Borrower shall pay the Note holder (a) during each of the first three loan years ....4.88..........., percent of the amount by which the sum of prepayments made in any such loan year exceeds twenty percent of the original principal amount of this Note and (b) during the fourth and fifth loan years ....3.00.......... percent of the amount by which the sum of prepayments made in any such loan year exceeds twenty percent of the original principal amount of this Note.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, or to such other address as Borrower may designate by notice to the Note holder. Any notice to the Note holder shall be given by mailing such notice by certified mail, return receipt requested, to the Note holder at the address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Borrower.

The indebtedness evidenced by this Note is secured by a Mortgage, dated.....July 24, 1978.......................... and reference is made to the Mortgage for rights as to acceleration of the indebtedness evidenced by this Note.

The attached addendum is made a part of the note and incorporated herein by reference.

Ricky M. Cairns
..............................(Seal)
Ricky M. Cairns

..Rt. 2, Box 752..........

Barbara Cairns
..............................(Seal)
Barbara Cairns

..Calera, Alabama 35040..........
Property Address

Exhibit "D"

FNMA NO. 1-01(006-123)2 AL

CAIRNS RM
COLLATERAL INVESTMENT COMPANY
BIRMINGHAM AL #[redacted]

MSV NO. 1-321-09-02 NPMI

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