

THIS INSTRUMENT WAS PREPARED BY:
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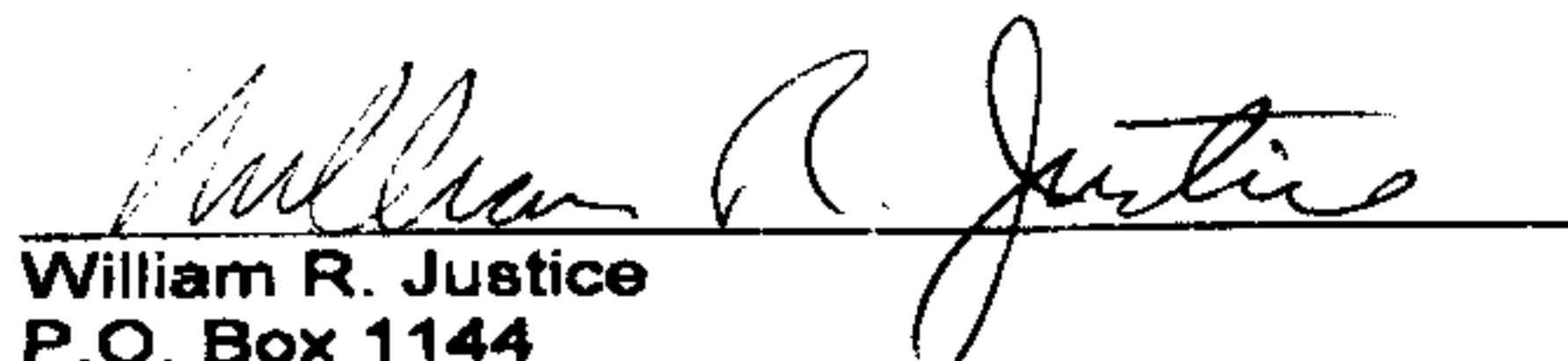
STATE OF ALABAMA)
SHELBY COUNTY)

AFFIDAVIT

I the undersigned, William R. Justice am an licensed attorney in the State of Alabama and have been practicing in Columbiana, Shelby County, Alabama for 21 years. On or about the 10th day of November , 1999, I prepared an instrument styled "Wraparound Mortgage" that was executed by James N. Carroll and wife, Betty L. Carroll in favor of Robert H. Chancey and wife, Cathy Chancey in the amount of \$83,200.00. This mortgage was recorded in the Office of Probate Judge of Shelby County on November 15, 1999, found at Instrument Number 1999-46679.

Mr. & Mrs. Carroll executed a Wrap around Note bearing the same date. A copy of this instrument is attached and marked as Exhibit "A". The indebtedness referenced in the Wraparound Mortgage and Note is identical to the indebtedness owed by Mr. & Mrs. Chancey in favor of Hutson Company, Inc., dated April 21, 1995, and recorded at Instrument Number 1995-12127 in the Probate Office of Shelby County, Alabama and said Mortgage having been transferred and assigned to Colonial Mortgage Company, an Alabama Corporation, by Instrument recorded in Instrument Number 1997-9443.

I have reviewed my closing file and the attached Note, and in doing so am certain that Mr. & Mrs. Carroll incurred no additional indebtedness over and above the sums due Colonial Mortgage Company, an Alabama Corporation as referenced hereinabove.


William R. Justice
P.O. Box 1144
Columbiana, AL 35051

SWORN TO AND SUBSCRIBED before
me, this the 21st day of November, 2000.


Notary Public

My Commission Expires: 7/3/2002

Inst # 2001-05611

02/20/2001-05611
08:41 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 HMB 14.00

Exhibit A

WRAPAROUND REAL ESTATE MORTGAGE NOTE

\$83,200.00

Columbiana, Alabama November 10, 1999

The undersigned Borrower (whether one or more), for value received, promises to pay to the order of Robert H. Chancey and Cathy S. Chancey ("Lender," whether one or more) the sum of Eighty-three Thousand Two Hundred and no/100 Dollars (\$83,200.00), or the actual balance of the Underlying Note, if different, together with interest upon the unpaid portion thereof from date at the rate of Eight and 3/8 per cent (8.375%) per annum, or at the actual rate payable under the terms of the underlying Note, if different, in monthly installments of Seven Hundred Ninety-six and 62/100 Dollars (\$ 796.62), or the amount payable under the terms of the underlying Note, if different, payable on the 1st day of each month after date, commencing December 1, 1999, until said sum is paid in full, payable at 115 Kingsley Road, Alabaster, Alabama 35007, or at such other place or places as the owner or holder hereof may from time to time designate. All payments shall be applied first to interest on the unpaid balance of principal, and the balance to principal. Each of said installments shall bear interest at the same rate per annum after maturity.

The principal balance of this Wraparound Note is the unpaid principal balance of the promissory note ("Underlying Note") given by Lender secured by a first mortgage recorded as Instrument #1995-12127 in the Probate Office of Shelby County, Alabama. Lender is obligated to pay the amounts evidenced by the Underlying Note. So long as Borrower is not in default with respect to any payments required under this Wraparound Note, Lender shall indemnify, hold harmless, and defend Borrower from any and all loss, cost, damage, liability, and expense, including attorneys' fees, arising out of any actual or alleged default in the payment of the Underlying Note. However, if Lender is required to pay any penalties, late charges, or extra interest under the terms of the Underlying Note by reason of Borrower's failure to make timely payments under this Note, Borrower promises to pay the amount of those penalties, late charges, or extra interest to Lender on demand.

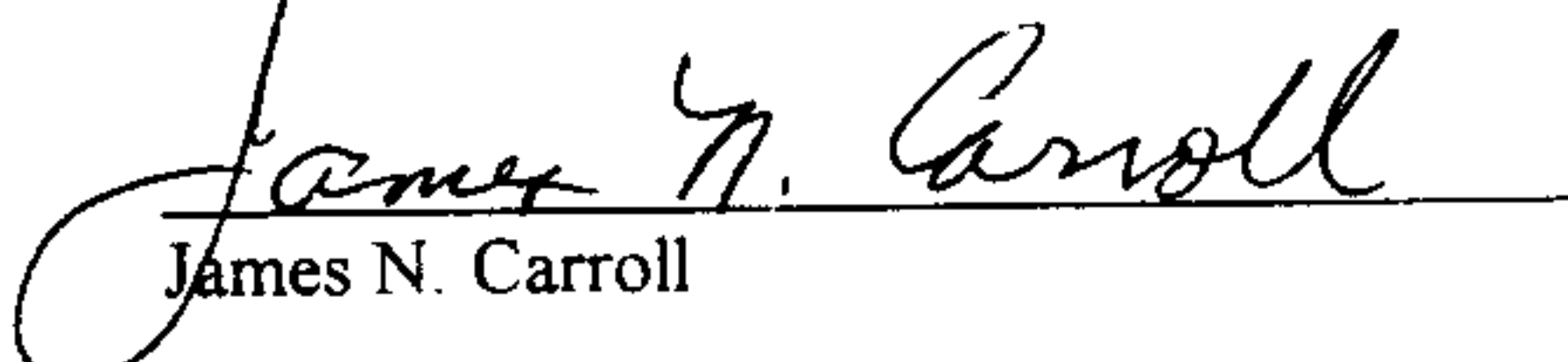
This note is secured by a Wraparound Mortgage on real estate, executed to the payee herein. In the event of default under the terms of said mortgage, or in the event any installment shall remain unpaid for as much as ten days after the same become due, the holder hereof shall have the right and option to declare the entire indebtedness secured thereby to be at once due and payable.

Each maker and endorser hereby waives all right of exemption under the Constitution and Laws of Alabama, and agrees to pay the cost of collection, including a reasonable attorney's fee, if this obligation is not paid at maturity.

Demand, protest and notice of protest, and all requirements necessary to hold them liable, are hereby waived by each and every maker and endorser of this note.

This note may be prepaid in whole or in part at any time without penalty.


Betty E. Carroll


James N. Carroll

02/20/2001-05611
08:41 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MAR 14:00

Inst # 2001-05611