

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

BANK ONE, N.A., as TRUSTEE  
Plaintiff,

v.  
JOHN B. McREE, and CINDY J. McREE  
Defendants

CASE NO.: CV 2000-001094

**FINAL ORDER**

This matter having come before me on the ejectment complaint of Bank One, N.A., as Trustee ("Bank One") as Plaintiff, with appearance having been made by John B. McRee and Cindy J. McRee ("McRee"). Based on the agreement of the parties it is **ORDERED, ADJUDGED and DECREED** as follows:

1. The ejectment complaint of Bank One is dismissed without prejudice.
2. The foreclosure deed dated October 3, 2000 and recorded in Instrument #2000-35704 is hereby SET ASIDE, RESCINDED, CANCELLED and NULLIFIED and shall be of no further force and effect.
3. The promissory note dated May 28, 1999 from McRee to North American Mortgage Company, Inc. in the original principal sum of THREE HUNDRED NINETY NINE THOUSAND and NO/100 (\$399,900.00) DOLLARS, subsequently endorsed to Bank One, and the mortgage securing the same of even date recorded in Instrument No. 1999-24020 of the Shelby County, Alabama Probate Court in and to the following described real property located in Shelby County, Alabama which was executed in favor of North American Mortgage Company, Inc. and was subsequently assigned to Bank One by instrument dated June 9, 1999 and recorded in Instrument No. 2000-15732 of said Probate Court records are hereby REINSTATED and REAFFIRMED and shall remain in full force and effect according to the terms thereof as if no foreclosure had taken place:

Lot 334, according to the Survey of Highland Lakes, 3rd Sector, Phase V, an Eddleman Community, as recorded in Map Book 24, page 60 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Together with nonexclusive easement to use the private roadways, common areas, all as more particularly described in the declaration of Easements and Master Protective Conveyance for Highland Lakes, a Residential Subdivision, recorded as Instrument #1994-07111 and amended in Instrument #1996-17543 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 3rd Sector, Phase V recorded as Instrument #1998-29633 in the Probate Office of Shelby County, Alabama (which together with all amendments thereto is hereinafter collectively referred to as the "Declaration").

Dated this the 26<sup>th</sup> day of March, 2001

  
CIRCUIT JUDGE

05/30/2001-21920  
01:51 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 CJ1 23.00



IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

BANK ONE, N.A., as TRUSTEE  
Plaintiff,

v.  
JOHN B. McREE, and CINDY H. McREE  
Defendants

CASE NO. CV 2000-001024

**SETTLEMENT AGREEMENT**

Whereas, John B. McRee and Cindy H. McRee ("McRee") executed a promissory note and mortgage in favor of North American Mortgage, Inc., dated May 22, 1999, which mortgage is recorded in Instrument #1999-24024 of the records in the office of the Judge of Probate of Shelby County, Alabama, in and to the following:

Lot 334, according to the Survey of Highland Lakes, 3rd Sector, Phase V, an Fiskeville Community, as recorded in Map Book 24, page (M) in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Together with nonexclusive easement to use the private roadways, common areas, all as more particularly described in the declaration of Easements and Master Protective Conveyance for Highland Lakes, a Residential Subdivision, recorded as Instrument #1994-07111 and amended in Instrument #1994-17543 in the Probate Office of Shelby County, Alabama, and the Declaration of Easements, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 3rd Sector, Phase V recorded as Instrument #1994-29633 in the Probate Office of Shelby County, Alabama (which together with all amendments thereto is hereinafter collectively referred to as the "Declaration").

Whereas, said note and mortgage were subsequently assigned to The First National Bank of Chicago, as Trustee, N/A's Bank One, N.A., as Trustee ("Bank One") by instrument recorded in Instrument #2000-15732 of said Probate Court records; and

Whereas, due to default in payment of said promissory note and mortgage and Bank One commenced foreclosure proceedings and held a sale of said property pursuant to the terms of said mortgage on October 3, 2000; and

Whereas, Bank One was the purchaser at said foreclosure and an auctioneer's deed was executed on October 3, 2000 and recorded in Instrument #2000-35704 of said Probate Court records; and

Whereas, Bank One subsequently filed this complaint in ejectment and McRee has filed an appearance therein, and the parties are desirous of settling their respective claims as hereinafter provided.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and the mutual promises herein contained, the undersigned do hereby agree as follows:

1 On or before March 14, 2001, McRae shall pay the following sum in certified funds to Bank One as reimbursement of amounts due under said note and mortgage through February 28, 2001:

3/00-2/01 (12 x 2,957.76)	\$35,493.00
3/00-2/01 taxes (12 x 139.81)	1,677.72
accrued late charges	400.00
BPO's	295.00
Property Inspections	48.00
prior services fees	131.69
taxes advanced	1,013.38
miscellaneous credit	100.00
foreclosure attorney fees	500.00
foreclosure costs	449.97
ejectment attorney fees	500.00
ejectment costs	170.00
recording court order	20.00
	<u>\$40,598.96</u>

2 Upon receipt of said sum, Bank One shall present the attached order to the Circuit Court of Shelby County for execution, which shall have the effect of reinstating said promissory note and mortgage and setting aside the foreclosure sale.

3 Upon execution, said order shall be recorded by Bank One, at McRae's cost in the Shelby County Probate Court.

4 McRae shall pay the foreclosure attorneys fees and costs, ejectment proceeding fees and costs and cost of recording the Circuit Court order, all of which are included in the above referenced amount.

5 Upon payment of the above referenced reinstatement funds, said note and mortgage shall be due for the March 2001 regular payment and all subsequent payments which McRae shall make directly to Bank One in a timely manner.

Dated: \_\_\_\_\_

Dated: 3/9/01

Dated: 3/13/01

F.K.A. THE FIRST NATIONAL BANK OF  
BANK ONE, N.A., as Trustee CHICAGO AS TRUSTEE BY  
By: [Signature] ATTORNEY-IN-FACT  
LARRY CHAPIN is ASSISTANT SECRETARY  
[Signature]  
JOHN B. McREE  
[Signature]  
CINDY H. McREE

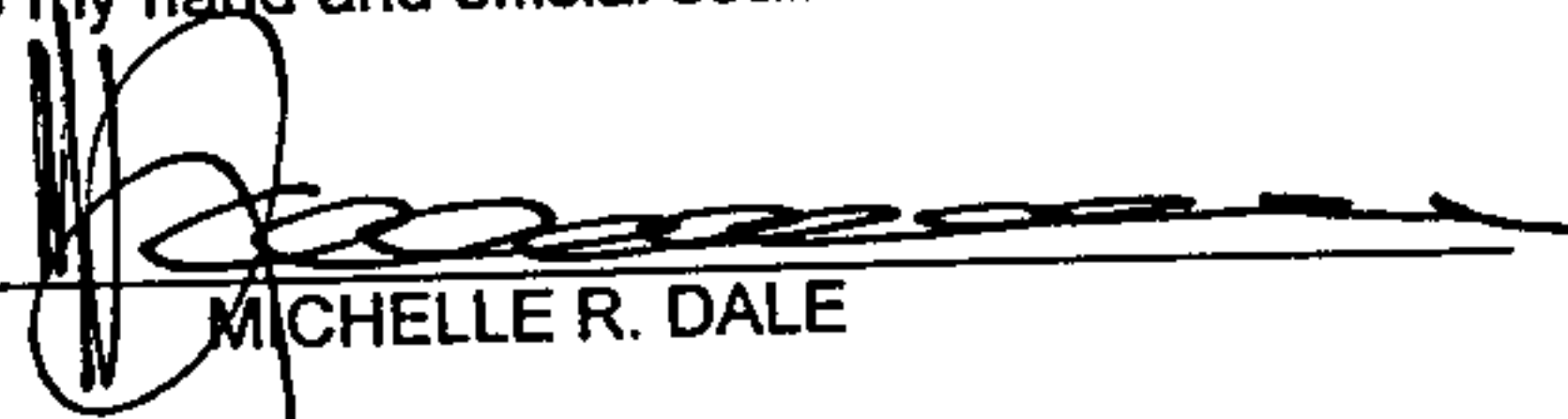
STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On March 20, 2001, before me, MICHELLE R. DALE, Notary Public, personally appeared Larry Chapin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

  
MICHELLE R. DALE



My Commission Expires June 26, 2002.

Attached to: Settlement Agreement Loan No.2848508/McRee



STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

I, the undersigned authority in and for said state and county, hereby certify that \_\_\_\_\_, who is \_\_\_\_\_ of BANK ONE, N.A., as Trustee, and who is known to me, and whose name is signed to the foregoing instrument, acknowledge before me on this day, that being informed of the contents of the instrument, that he, as such officer of said company executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2001

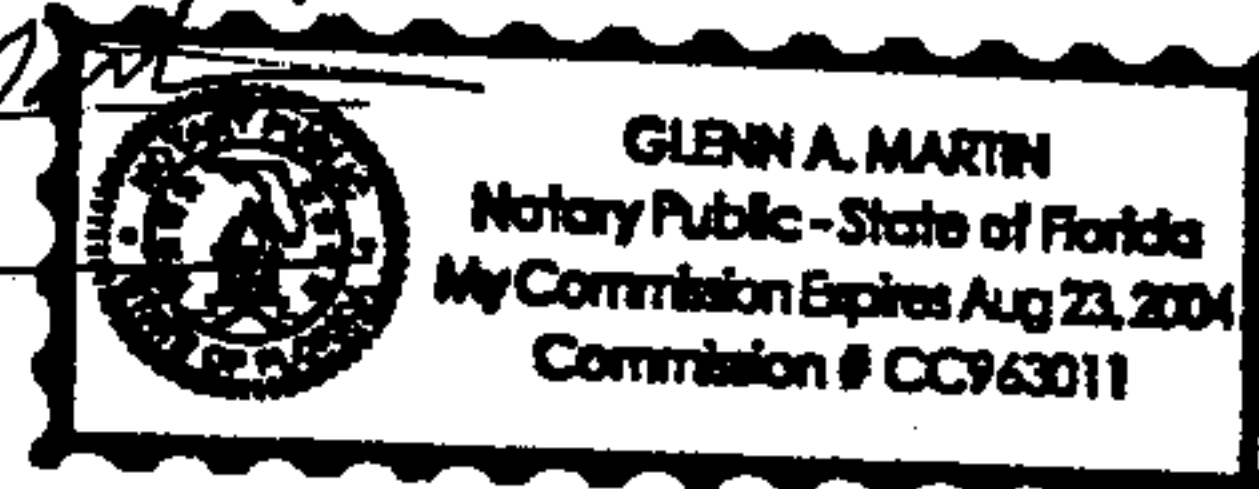
Notary Public,  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF VOLUSIA

I, the undersigned notary public in and for said state and county, hereby certify that JOHN B McREE, 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 said conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the 9<sup>th</sup> day of MARCH, 2001.

Notary Public,  
My Commission Expires: \_\_\_\_\_



STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned notary public in and for said state and county, hereby certify that CINDY H. McREE, 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 said conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the 13<sup>th</sup> day of March, 2001.

Notary Public,  
My Commission Expires: 3-24-01

This instrument prepared by:

Both McFadden Rouse  
McFadden, Lyon & Rouse, L.L.C.  
718 Downtown Blvd.  
Mobile, Alabama 36609  
(334) 342-9172

Inst # 2001-21920

05/30/2001-21920  
01:51 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 CJ1 23.00

Certified a true and correct copy  
Date: 5/30/01

Mary H. Harris sp  
Mary H. Harris, Circuit Clerk  
Shelby County, Alabama