



**SELLERS/OWNERS AFFIDAVIT OF
NONEXISTENCE OF MORTGAGE**

I, Ray J. Fields, being first sworn, on oath and state, Thursie M. Creek, owns the following described property:

That certain Deed dated March 1, 1988, from Laura Lou Roberts Leighton and recorded in Real Book 173, page 963, on March 4, 1988, in the probate office of Shelby County, Alabama.

A Single Payment Mortgage Note from Thursie M. Creek to Laura Lou Roberts Leighton on March 1, 1988, recorded in Mortgage Book 173, Page 964 in the Probate Office of Shelby County, Alabama.

That on June 24, 1988, Laura Lou Roberts Leighton, executed in the presence of a Notary, Jeraldine Miller, Full Satisfaction of that certain mortgage as recorded in Book 173, page 964.

That Satisfaction was never recorded in the Probate office.

That Laura Lou Roberts Leighton died sometime in the 1990's.

That I have searched diligently for the original Satisfaction as executed by Ms. Roberts Leighton but without success.

That attached hereto is a copy of the Single Payment Real Estate Mortgage Note and the Satisfaction.

That I have a Durable Power of Attorney to act on Thursie Mae Creek's behalf. Said document is duly recorded in the Probate Office of Shelby County, Alabama Instrument #1997-07544 and attached hereto.

Ray Fields

RAY FIELDS as Attorney in Fact
For owner, THURSIE M. CREEK/AKA
THURSIE MAE CREEK

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AFFIDAVIT OF NONEXISTENCE OF MORTGAGE

STATE OF ALABAMA
Jackson COUNTY

I, the undersigned, Notary Public, in and for said County in said State, hereby certify that Ray Fields, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and Official seal this 6th day of May, 2002.

Ray D Bradford

Notary Public
My Commission Expires
4-12-2006
MCE: _____

**SINGLE PAYMENT
REAL ESTATE MORTGAGE NOTE**

Customer _____
 Note _____ Officer _____
 Collateral _____ Ledger _____
 Class _____ FRB _____
 Cost Center _____ SIC _____
 \$ 19,000.00 _____ March 1, 1988 _____ Montevallo _____, Alabama

FOR VALUE RECEIVED, the undersigned, herein called "Debtor," promises to pay to the order of Laura Lou Roberts Leighton at 188 Main St., N, Montevallo Alabama, the sum of Nineteen Thousand and 00/100 (\$19,000.00) DOLLARS, with interest thereon at nine (9) % per annum from March 1, 1988 and unless otherwise specified interest after maturity shall be at the same rate stated herein, said indebtedness being payable as set forth below:

- A: _____ consecutive monthly installments as follows: _____ of \$ _____ and one (1) final installment of \$ _____, beginning _____, 19____, and on the same day of each month thereafter; payments (do) (do not) include interest.
 B: In a single payment on or before ~~XXX~~ date, maturing February 28, 1988
 C: _____

If interest on this loan is computed on the unpaid balance from time to time, this loan may be prepaid in full without penalty.
 This note evidences a loan this day made to Thursie M. Creek and is secured by a mortgage on real estate situated in Shelby County, Alabama, as follows: Lot 1, Block 1, Arden's Subdivision
Town of Montevallo, Shelby County, Alabama
Map Book 3, Page 64, Office of Probate Judge reference to which mortgage is hereby made for a more particular description of the terms and conditions of acceleration thereof upon which this note is issued and secured.

If default be made in the payment of any installment due under this note or in the performance of any of the terms and covenants contained in said mortgage, or if there be such a change in the affairs (financial or otherwise) of any party liable hereon as in the opinion of the holder will increase the risk or render the debt insecure, the whole of the debt evidenced hereby, or any balance remaining unpaid thereon, together with any and all accrued interest may at the option of the holder hereof and without notice of such acceleration to any maker, endorser, surety or guarantor, become at once due and payable, and holder may institute foreclosure proceedings, exercise its right of set off as permitted by law and pursue any other remedies permitted by law. Failure of the holder of this note to so declare such indebtedness to be due shall not constitute a waiver of the right to later declare the entire indebtedness to be at once due and payable.
The makers, endorsers and all parties to this instrument and all who may become liable for same, severally and jointly, waive presentment for payment, protest, notice of protest, notice of non payment of this instrument, demand and all legal diligence in enforcing collection, and all benefits and rights under any homestead, exemption, valuation or appraisal laws as to the debt evidenced by this note, and hereby expressly agree that the lawful owner or holder of this note may defer or postpone collection of the whole or any part thereof, either principal and/or interest, or may extend or renew the whole or any part thereof, or may accept additional collateral as security for the payment of this note, or may release the whole or any part of any collateral security and/or lien given to secure the payment of this note, or may release from liability on account of this note any one or more of the makers, endorsers and/or parties thereto, all without notice to them or any of them, and such deferment, postponement, renewal, extension, acceptance of additional collateral or security and/or release shall not in any way affect or change the obligation of any such maker, endorser, or other party to this instrument, or of any who may become liable for the payment thereof. The makers, endorsers, sureties and guarantors, agree to pay all costs of collecting or securing, or attempting to collect to secure, this note, whether by suit or otherwise, including a reasonable attorney's fee, and further, agree to pay a late charge of 5% of each installment in default for 10 or more days, subject to a minimum charge of \$5.00 and a maximum charge of \$100.00. In the event this note is prepaid in full, any unearned finance charges and unearned credit insurance premiums included in this note will be refunded under the rule of 78's method computed to the nearest scheduled payment date if this note is payable in installments, or on a daily pro rata basis if this note is payable in a single payment, except no refund of less than \$1.00 will be made. This instrument is negotiable.

CAUTION—IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

In Witness Whereof, the undersigned Debtor executes this Note under seal on the day and date above written.

 (Address) Thursie M. Creek (Debtor) (L.S.)

 (Address) _____ (Debtor) (L.S.)
 Credit Approved By _____ Branch # _____ (Debtor) (L.S.)
 Proceeds By _____ (Debtor) (L.S.)

PD in full 19,542.88
June 24, 88
Check # 1157
 RES-112

FULL SATISFACTION OF MORTGAGE

20020530000256010 Pg 4/4 20.00
Shelby Cnty Judge of Probate, AL
05/30/2002 15:08:00 FILED/CERTIFIED

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, that, the undersigned, Laura Lou Roberts Leighton acknowledges full payment of the indebtedness secured by that certain mortgage executed to it by Thursie M. Creek under date of March 1, 1988, which said mortgage was recorded in the office of the Judge of the Probate Court of Shelby County, Alabama, in mortgage book 173, at page 964, and the undersigned does further hereby release and satisfy said mortgage.

IN WITNESS WHEREOF, the undersigned, Laura Lou Roberts Leighton has caused these presents to be executed this 24th day of JUNE, 1988.

Copy

Laura Lou Roberts Leighton
Laura Lou Roberts Leighton

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Laura Lou Roberts Leighton 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 instrument has executed the same voluntarily.

Given under my hand and official seal, this the 24th day of June, 1988.

Judene Miller
Notary Public

My Commission Expires September 27, 1989