

D-62077  
T-133821

RELEASE OF MORTGAGE OR DEED OF TRUST  
KNOW ALL MEN BY THESE PRESENTS

HIBERNIA NATIONAL BANK, the legal holder of the following Note

Dated and signed by the makers on June 14, 2001

Made and subscribed by Tonya Burnett

Aaron Burnett

Payable to the Order of Southeastern Mortgage of Alabama

Declares the Mortgage Note is secured by a Mortgage/Deed of Trust of even date therewith, was executed by the said parties and recorded in the official public records of Shelby Parish/County, State of Alabama, recorded as Document/Instrument number , Book/Vol. number 2001, Page 25638 for the following described property:

Lot 46, Willow Creek, Phase Two Shelby County Alabama

Hibernia National Bank further declares said Mortgage Note in fully paid, satisfied, released and discharged and the clerk in the official public records has authorization to cancel the Mortgage/Deed of Trust as of November 23, 2002.

WITNESSES:

Ils Varned  
Pat Day

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

HIBERNIA NATIONAL BANK

BY: Gerald J. Lachney  
GERALD J. LACHNEY  
VICE PRESIDENT

I, Kathleen M. Schexnayder, Notary Public in and for the aforementioned parish and state, do hereby certify Gerald J. Lachney, Vice President of Hibernia National Bank, personally known to me to be the same person who subscribed to the foregoing instrument appeared before me on November 23, 2002 in person and acknowledged that he signed, sealed, and delivered the said instrument as his free will, for the uses and purposes therein set forth.

Kathleen M Schexnayder  
NOTARY PUBLIC

Commission expires at death

PREPARED BY:  
HIBERNIA NATIONAL BANK  
PO BOX 481  
BATON ROUGE, LA 70821  
SANDY BARBER  
0099653310

~~PREPARED BY AND RETURN TO:~~  
RAY HUNDLEY  
TRANSCONTINENTAL TITLE CO  
2605 ENTERPRISE RD. E. STE #300  
CLEARWATER, FL 33759  
1-800-225-7897

# NOTE

FHA CASE NO.

011-4782986

JUNE 14, 2001

[Date]

1117 WILLOW CREEK COURT, ALABASTER, AL 35007

[Property Address]

## 1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means

SOUTHEASTERN MORTGAGE OF ALABAMA, LLC

and its successors and assigns.

## 2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of ONE HUNDRED THIRTY ONE THOUSAND FOUR HUNDRED THIRTY SEVEN AND NO/100THS-----Dollars (U.S. \$ 131,437.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of SEVEN AND ONE-HALF percent ( 7.500 %) per year until the full amount of principal has been paid.

## 3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

## 4. MANNER OF PAYMENT

### (A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on AUGUST 1, 2001. Any principal and interest remaining on the first day of JULY, 2031, will be due on that date, which is called the "Maturity Date."

### (B) Place

Payment shall be made at 10 OFFICE PARK CIRCLE, SUITE 218, BIRMINGHAM, AL 35223

or at such other place as Lender may designate in writing by notice to Borrower.

### (C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ 919.03. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

MULTISTATE FHA FIXED RATE NOTE

6/96

ITEM 6432L1 (9606R)

(Page 1 of 3 pages)

To Order Call: 1-800-530-9393 ☐ Fax 616-791-1131  
GREATLAND ■



**(D) Allonge to this Note for Payment Adjustments**

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. (Check applicable box.)

☐ Growing Equity Allonge

☐ Graduated Payment Allonge

☐ Other [specify]

**5. BORROWER'S RIGHT TO PREPAY**

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

**6. BORROWER'S FAILURE TO PAY**

**(A) Late Charge for Overdue Payments**

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of  
FOUR percent ( 4.00 %) of the overdue amount of each payment

**(B) Default**

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

**(C) Payment of Costs and Expenses**

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

**7. WAIVERS**

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

**8. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

**9. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 3 of this Note.

<u>Tonya Burnett</u> TONYA BURNETT	(Seal) -Borrower	<u>Aaron Burnett</u> AARON BURNETT	(Seal) -Borrower
_____	(Seal) -Borrower	_____	(Seal) -Borrower
_____	(Seal) -Borrower	_____	(Seal) -Borrower

[Sign Original Only]

PAY TO THE ORDER OF  
HIBERNIA NATIONAL BANK,  
WITHOUT RECOURSE

SOUTHEASTERN MORTGAGE OF ALABAMA L.L.C.

By: Johnny D. Williams  
President

PAY TO THE ORDER OF

Without recourse, HIBERNIA NATIONAL BANK

By: Aimee Turner  
Aimee Turner Mortgage Banking Officer

PAID IN FULL

Sandy Barber  
10-27-03  
HIBERNIA NATIONAL BANK  
MORTGAGE SERVICING

NE VARIETUR  
For Identification With An Act of  
Notarial Endorsement And Assignment  
Of Mortgage Note passed before me

on this date: AUG 01 2001

Amptz Greco  
NOTARY PUBLIC  
MY COMMISSION IS FOR LIFE

PREPARED BY AND RETURN TO:  
RAY HUNDLEY  
TRANSCONTINENTAL TITLE CO  
2605 ENTERPRISE RD. E. STE #300  
CLEARWATER, FL 33759  
1-800-225-7897