

INDEXING INFORMATION

Please index this affidavit in the mortgage
Records showing John Thomas Logan and
wife, Ellie Cleckler Logan, as Mortgagor and
Frontier Bank as Mortg?

STATE OF ALABAMA
COUNTY OF SHELBY

20030421000243460 Pg 1/6 26.00
Shelby Cnty Judge of Probate, AL
04/21/2003 13:41:00 FILED/CERTIFIED

AFFIDAVIT CANCELING SATISFACTION AND REPUBLISHING MORTGAGE

Before me the undersigned a Notary Public in and for said county and said state personally
appeared Memory Williamson who having been duly sworn deposes under oath and states as
follows:

1. I am Memory Williamson, a Vice President of Frontier Bank fka First Bank of Childersburg.
2. I make this affidavit based on both my personal knowledge of the facts contained herein, and
on the records of Frontier Bank fka First Bank of Childersburg pertaining thereto.
3. On December 3, 1984, John Thomas Logan and wife, Ellie Cleckler Logan executed and
delivered to Frontier Bank fka First Bank of Childersburg a Mortgage, on the property described
on Exhibit "A" attached hereto.
4. This Mortgage was recorded on December 7, 1984 in Book 011 at Page 46 e seq of the Office
of the Judge of Probate of Shelby County, Alabama.
5. A copy of this Mortgage is attached hereto as Exhibit "B".
6. On October 15, 1998 by mistake Frontier Bank fka First Bank of Childersburg executed and
recorded a full satisfaction of recorded lien(the 'Satisfaction') pertaining to the Mortgage. A
copy of that satisfaction is attached hereto as Exhibit "C", and that Satisfaction was recorded on
October 19, 1998 in Instrument # 1998-4 710 et seq in the Office of the Judge of Probate of
Talladega County, Alabama. Said satisfaction was not signed.
7. That Satisfaction was prepared and filed by mistake, and should not have been filed.
8. The obligations evidenced by the Mortgage has not been paid and the Mortgage is not and
should not have been satisfied.
9. Frontier Bank fka First Bank of Childersburg hereby cancels and strikes the Satisfaction due
to its preparation and filing by mistake.

Signed this 12th day of March, 2003 by Memory Williamson as
Vice President of and for Frontier Bank fka First Bank of Childersburg.

Memory Williamson
Memory Williamson

State of Alabama
Shelby County

I Dawn Epperson a Notary Public in and for said County, in said State,
hereby certify that Memory Williamson whose name is signed to the foregoing Affidavit, as
Vice-President of Frontier Bank fka First Bank of Childersburg, Childersburg, AL, and who is
known to me, acknowledged before me on this day, that being informed of the contents of this
Affidavit she executed the same voluntarily on the day the same bears date in her said official
capacity, with full Power and Authority.

Given under my hand and official seal this the 12th day of March, 2003.

Dawn Epperson
Notary Public
My Commission Expires:

My Commission Expires, October 24, 2004

Dawn Epperson, Notary Public

Exhibit A - Legal Description

Commence at the SW corner of the SE $\frac{1}{4}$ of Section 16, Township 20 South, Range 2 East, thence run North 0 degrees 37 minutes East a distance of 1109.40 feet, thence turn an angle of 92 degrees and 42 minutes to the right and run South 87 degrees 55 minutes East a distance of 2067.80 feet, thence turn an angle of 90 degrees 00 minutes to the left and run North 2 degrees and 05 minutes East a distance of 21.7 feet to a point on the North R. O. W. line of State Highway 76 and the point of beginning, thence continue North 2 degrees 05 minutes East a distance of 210.0 feet, thence turn an angle of 90 degrees 00 minutes to the right and run South 87 degrees 55 minutes East a distance of 210.0 feet, thence turn an angle of 90 degrees 00 minutes to the right and run South 2 degrees 05 minutes West a distance of 210.0 feet to a point on the North R. O. W. line of said highway, thence turn an angle of 90 degrees 00 minutes to the right and run North 87 degrees 55 minutes West a distance of 210.0 feet to the point of beginning, located in the East $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 16, Township 20 South, Range 2 East, Shelby County, Alabama. According to the Survey of Frank W. Wheeler, Alabama Registered L. S. #3385, dated February, 1960.

Exhibit B

STATE OF ALABAMA

Shelby COUNTY.

This instrument prepared by:
Robert M. Cleckler, Jr.
First Bank of Childersburg
Childersburg, Al 35044

THIS INDENTURE, Made and entered into on this, the 3rd day of December 19 84 by and between
John Thomas Logan and wife, Ellie Cleckler Logan
hereinafter called Mortgagor (whether singular or plural); and First Bank of Childersburg, a banking corporation
hereinafter called the Mortgagee:

WITNESSETH: That, WHEREAS, the said John Thomas Logan and Ellie Cleckler Logan
are

justly indebted to the Mortgagee in the sum of Fifty-one thousand nine hundred ninety
seven and 68/100 (\$51,997.68) Dollars, which is evidenced as follows, to-wit:
One promissory installment note of even date from Mortgagors to Mortgagee in the sum of 51,997.68,
including principal and interest and said sum payable as follows: 83 equal, consecutive, monthly installments
of 619.02 each, commencing on the 1st day of January, 1985, and continuing on
the 1st day of each month thereafter until the 1st day of December, 19 91, when the final
payment of 619.02 shall be due and payable.

NOW, THEREFORE, IN CONSIDERATION of said indebtedness and any other indebtedness arising hereunder
and in order to secure the same, and any other indebtedness now or hereafter owing to the Mortgagee by said
Mortgagor, the Mortgagor does hereby grant, bargain, sell and convey unto Mortgagee the following described
property, to-wit:

Commence at the SW corner of the SE $\frac{1}{4}$ of Section 16, Township 20
South, Range 2 East, thence run North 0 degrees 37 minutes East
a distance of 1109.40 feet, thence turn an angle of 92 degrees
and 42 minutes to the right and run South 87 degrees 55 minutes
East a distance of 2067.80 feet, thence turn an angle of 90 degrees
00 minutes to the left and run North 2 degrees and 05 minutes East
a distance of 21.7 feet to a point on the North R. O. W. line of
State Highway 76 and the point of beginning, then continue North
2 degrees 05 minutes East a distance of 210.0 feet, thence turn
an angle of 90 degrees 00 minutes to the right and run South 87
degrees 55 minutes East a distance of 210.0 feet, thence turn an
angle of 90 degrees 00 minutes to the right and run South 2 degrees
05 minutes West a distance of 210.0 feet to a point on the North
R. O. W. line of said highway, thence turn an angle of 90 degrees
00 minutes to the right and run North 87 degrees 55 minutes West a
distance of 210.0 feet to the point of beginning, located in the
East $\frac{1}{4}$ to the SE $\frac{1}{4}$ of Section 16, Township 20 South, Range 2 East,
Shelby County, Alabama. According to the Survey of Frank W. Wheeler,
Alabama Registered L. S. #3385, dated February, 1960.

BOOK 011 PAGE 46

✓
CONWILL & JUSTICE

TO HAVE AND TO HOLD, together with all and singular the rights, tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, unto the Mortgagee, and the Mortgagee's successors and assigns, in fee simple.

And the Mortgagor does hereby covenant with the Mortgagee that the Mortgagor is lawfully seized in fee of said premises; that the Mortgagor has a good right to sell and convey the same; that said premises are free from incumbrance; and that the Mortgagor warrants, and will forever defend the title to said premises against the lawful claims and demands of all persons whomsoever.

This conveyance is upon condition, however, that, if the Mortgagor shall pay and discharge the indebtedness hereby secured as the same matures and shall perform the covenants herein contained, then this conveyance shall become null and void. But if the said Mortgagor should make default in the payment of any part of the indebtedness hereby secured or in the payment of the interest thereon, or should fail to keep any covenant in this mortgage contained, or should be adjudicated bankrupt, or if the improvements on said premises are damaged so as to make the insurance thereon or any part of said insurance payable, then, in the election of the Mortgagee, the entire indebtedness secured hereby shall become immediately due and payable, and failure to declare the entire indebtedness due in case of default shall not operate as a waiver of the right to declare the entire indebtedness due in the event of any subsequent default; and the Mortgagee, the Mortgagee's agent or attorney, is hereby authorized to take possession of the property hereby conveyed, and with or without possession thereof to sell said property at public outcry to the highest bidder, for cash, before the south door of the Court House of Talladega County, Alabama, after giving notice of the time, place, and terms of sale by publication once a week for three successive weeks in some newspaper published in said County or by posting notice at three public places in said County.

In case of sale under the power herein contained, the Mortgagee or any person authorized in writing by the Mortgagee shall have power to execute a conveyance to the purchaser, conveying all the right, title, interest, and claim of the Mortgagor in and to said premises, either at law or in equity. The Mortgagee may purchase said property at any sale hereunder and acquire title thereto as could a stranger.

Out of the proceeds of sale the Mortgagee shall pay, first, the costs of advertising, selling, and conveying said property, together with a reasonable attorney's fee; secondly, the amount of the indebtedness due and owing to the Mortgagee hereby secured, together with the interest thereon, and any taxes, insurance premiums, or other charges that the Mortgagee may have paid as herein provided; and lastly, the surplus, if any, shall be paid to the Mortgagor, or the Mortgagor's heirs or assigns.

The Mortgagor covenants that the Mortgagor will pay all taxes and assessments which may lawfully be levied against the premises, and will deposit receipts therefor with the Mortgagee, and that the Mortgagor will insure, and keep insured the improvements thereon against loss by fire and tornado for not less than the indebtedness hereby secured, in some company acceptable to the Mortgagee, with loss payable to the Mortgagee as the Mortgagee's interest may appear, and will deposit with the Mortgagee the policies evidencing such insurance, and that the Mortgagor will protect said premises from waste and keep the same in good condition and repair; and in case of the failure of the Mortgagor to pay said taxes or assessments before the same, or any part thereof, become delinquent, or in case of failure to insure or keep insured in said amount the improvements on said property, or in case of failure to protect said premises from waste and keep the same in good condition and repair, the Mortgagee may, at the Mortgagee's option, either pay said taxes and assessments and purchase said insurance and protect said premises from waste and keep same in good condition and repair, or any of them and the amount of taxes, assessments, insurance premiums, repairs, and other expenditures, or any of them, as paid shall be secured by this conveyance as fully and to the same extent and under the same conditions as the indebtedness hereinabove described — or the Mortgagee may, at the Mortgagee's election, proceed to foreclose this mortgage, as in hereinabove provided.

Mortgagor agrees and stipulates that as against the collection of this said indebtedness the said Mortgagor does hereby waive all right of exemptions, both as to homestead and personal property, under the constitution and laws of the State of Alabama, or of any other state, or of the United States.

IN WITNESS WHEREOF, the Mortgagor has hereto set the Mortgagor's hand and seal, on this, the day and year herein first above written.

(L.S.)  (L.S.)
John Thomas Logan

(L.S.)  (L.S.)
Ellie Cleckler Logan

STATE OF ALABAMA,

TalladegaCOUNTY

I, the undersigned authority, in and for said County, in said State, hereby certify that _____

John Thomas Logan and wife, EllieCleckler Logan

whose name s...are..... signed to the foregoing conveyance, and whoare... known to me (or made known to me) acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 3rd day of December 19 84 .

Sara Ann Price
Notary Public

STATE OF ALABAMA

COUNTY

I, the undersigned authority, in and for said County, in said State, do hereby certify that on the _____ day of _____, 19 _____, came before me the within named _____

known to me (or made known to me) to be the wife of the within named, _____ who, being examined separate and apart from the husband touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraints, or threats on the part of the husband.

Given under my hand and seal this the _____ day of _____, 19 _____ .

Notary Public

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1984 DEC -7 AM 10:44

Thomas H. Cunningham, Jr.
JUDGE OF PROBATE

Notary - 7800
fee 750
del. 100
86.50

Mortgage Release and Power of Attorney

THE STATE OF ALABAMA

SHELBY County

KNOW ALL MEN BY THESE PRESENTS: That the debt secured by that certain mortgage executed by JOHN THOMAS LOGAN AND WIFE, ELLIE CLECKLER LOGAN in favor of the First Bank of Childersburg, Childersburg, AL, dated 3rd day of DECEMBER 19 84, and recorded in the office of the Judge of Probate of SHELBY County, Alabama, in Mortgage Record 011, page 46, has been paid in full, the receipt of which is hereby acknowledged, and it does by these presents constitute, appoint and confirm Memory Williamson its true and lawful attorney, in fact, in its name and stead, and on its behalf, to enter a complete discharge and satisfaction of said mortgage on the margin of said record and it does hereby ratify and confirm the acts of its said attorney in the premises, as fully as if done in its own proper person.

Dated this 15th day of October, 19 98.

FIRST BANK OF CHILDERSBURG, CHILDERSBURG, AL

By Memory Williamson

STATE OF ALABAMA, Shelby County County

I, Ramona H. Vincent, a Notary Public

in and for said County, in said State, hereby certify that Memory Williamson whose name is signed to the foregoing Power of Attorney as Vice-President of the First Bank of Childersburg, Childersburg, AL, and who is known to me, acknowledged before me on this day, that being informed of the contents of the Power of Attorney, he executed the same voluntarily on the day the same bears date in his said official capacity, with full Power and Authority.

Given under my hand and official seal this the 15th day of October, 19 98.

Ramona H. Vincent

1998-10-15 10:31 AM

10/19/1998-40710
10:31 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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