

## Satisfaction of Mortgage

WHEREAS the indebtedness secured by the mortgage described below has been fully paid and satisfied. **Charter One Bank N.A. formerly Charter One Bank F.S.B., 1215 Superior Avenue, Cleveland, Ohio 44114**, owner and holder of the debt hereby certifies that the lien of said mortgage is forever discharged and satisfied.

Original Mortgagee: Charter One Bank N.A. formerly Charter One Bank F.S.B.  
Loan Number: 9931079147  
Original Mortgagor: DAVID C BROWN  
Address: 230 HIGHLAND PARK DRIVE, BIRMINGHAM, AL 35242  
Date of Mortgage: JANUARY 3, 2002 Amount: \$ 22,000  
County: SHELBY  
Date of Recording: JANUARY 8, 2002 Book 2002-01174 Page:  
Trustee:

RETURN TO:  
FIRST AMERICAN ELS  
6701 CARMEL ROAD  
SUITE 302  
CHARLOTTE, NC 28226


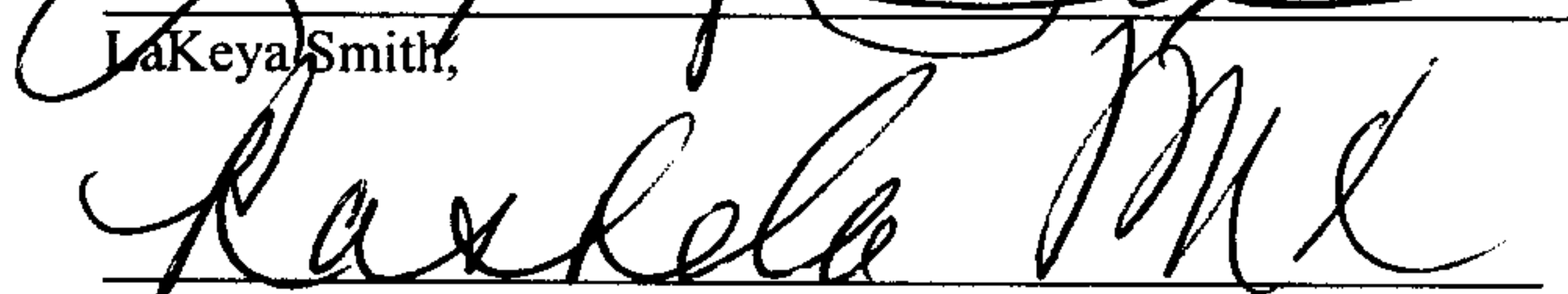
First American Equity Loan Services, Inc.  
458 9235

Legal: PLEASE SEE ATTACHED

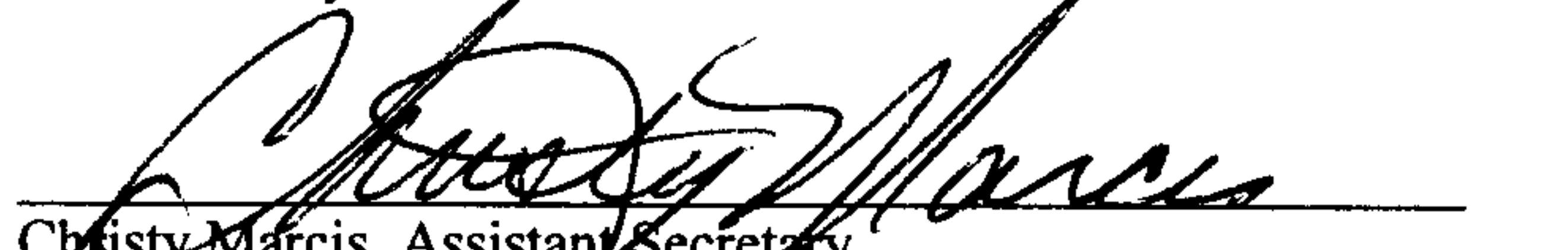
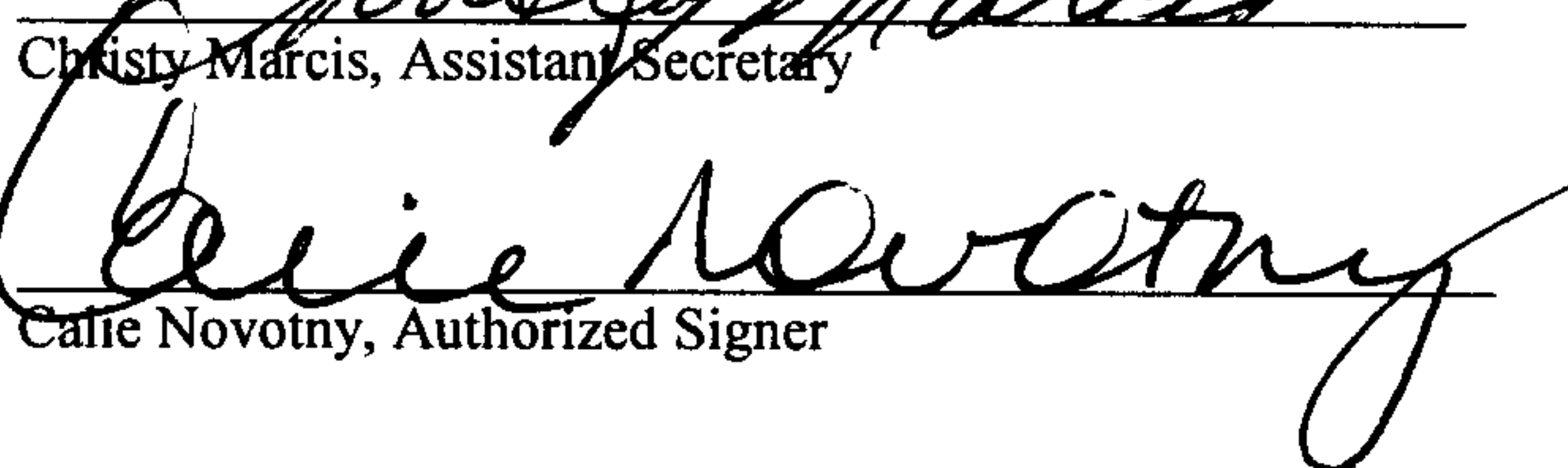
NOW THEREFORE, the Recorder of Clerk of said County is hereby instructed to record this instrument and to cancel, release, and discharge the mortgage of records.

Dated this 3 day of JULY, 2003.

ATTESTED:

  
LaKeya Smith,  
  
Rashonda Mack

OFFICER / AUTHORIZED SIGNER OF CHARTER ONE BANK  
N.A. formerly CHARTER ONE BANK F.S.B.

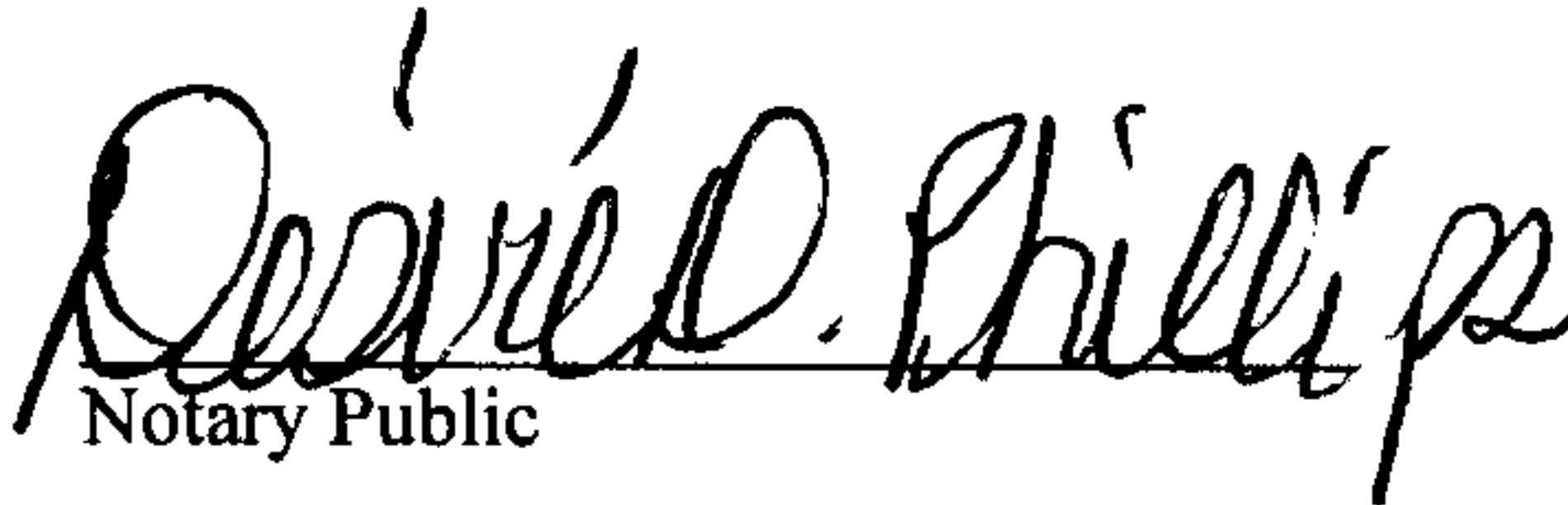
  
Christy Marcis, Assistant Secretary  
  
Calie Novotny, Authorized Signer

State of Ohio )  
                          )ss  
County of Cuyahoga )

Before me, a Notary Public in and for said County, personally appeared the above names Charter One Bank N.A. formerly Charter One Bank, F.S.B., by **Christy Marcis** its **Assistant Secretary** & **Calie Novotny** its **Authorized Signer** who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

In testimony whereof, I have hereunto set my hand and official seal, at Cleveland, Ohio this 3 of JULY, 2003.



  
Notary Public

Prepared by & return to: Rashonda Mack- Consumer Lending-Lien Release  
Charter One Bank N.A. – P.O. Box 94711 – Cleveland, OH 44101

DESIRÉ D. PHILLIPS, Notary Public  
State of Ohio, Cuyahoga County  
My Commission Expires Jan. 21, 2007

# MORTGAGE

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is January 3, 2002 and the parties, their addresses and tax identification numbers, if required, are as follows:

**MORTGAGOR:**

**DAVID C BROWN AND KELLY S. BROWN**, husband and wife

20030909000604700 Pg 2/2 14.00  
Shelby Cnty Judge of Probate, AL  
09/09/2003 14:55:00 FILED/CERTIFIED

**230 HIGHLAND PARK DRIVE  
BIRMINGHAM, Alabama 35242**

- ☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

**LENDER: CHARTER ONE BANK, F.S.B.**

**1215 SUPERIOR AVENUE  
CLEVELAND, OH 44114**

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys, sells and mortgages to Lender, with power of sale, the following described property:

Lot 1741-A, according to a Re-subdivision of Highland Lakes, 17th Sector, an Eddleman Community, as recorded in Map Book 27 page 90 A & B in the probate office of Shelby County, Alabama; being situated in Shelby County, Alabama. Mineral and mining rights excepted.

Together with nonexclusive easement to use the private roadways, common areas, all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Inst. #1994-07111 and amended in Inst. No. 1996-17543 and Inst. #1999-31095 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 17th Sector, recorded as Inst. #2000-41317 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

The property is located in Shelby at .....  
(County)  
230 HIGHLAND PARK DRIVE BIRMINGHAM 35242  
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). When the Secured Debt (hereafter defined) is paid in full and all underlying agreements have been terminated, this Mortgage will become null and void.

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 22,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:

A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)

The Credit Line Agreement in the amount of \$ 22,000.00, with interest, executed by Mortgagor/Grantor and dated the same date as this Security Instrument which, if not paid earlier, is due and payable on January 8, 2007.