

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: 9952236740
Original Mortgagor: WILLIAM M MOORE AND JOANNE MOORE
Address: 1472 HIGHLAND LAKES TRAIL, BIRMINGHAM, AL 35242
Date of Mortgage: APRIL 20, 1999 Amount: \$ 46,800
County: SHELBY
Date of Recording: MAY 10, 1999 Book 1999-19498 Page:
Trustee:

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

First American Equity Loan Services, Inc.
45892L9

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 25 day of JULY, 2003.

ATTESTED:

LaKeya Smith
LaKeya Smith
Rashonda Mack
Rashonda Mack

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

Veleta Gibson
Veleta Gibson, Assistant Secretary
Michelle Waliszewski
Michelle Waliszewski, 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 Veleta Gibson its Assistant Secretary & Michelle Waliszewski 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 25 of JULY, 2003.

Desiré D. Phillips
Notary Public

Prepared by & return to: Rashonda Mack - Consumer Lending-Lien Release
Charter One Bank N.A. - P.O. Box 9471 Cleveland, OH 44101



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

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05/10
10:04
SHELBY CO
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1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is April 20, 1999 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR:

WILLIAM MICHAEL MOORE and wife,
JOANNE MOORE
1472 HIGHLAND LAKES TRAIL
BIRMINGHAM, Alabama 35242

20030909000604710 Pg 2/2 14.00
Shelby Cnty Judge of Probate, AL
09/09/2003 14:56:00 FILED/CERTIFIED

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 44114-3279

**PAID IN FULL
ACCOUNT CLOSED**

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 317, according to the Survey of Highland Lakes, 3rd Sector, Phase III, an Eddleman Community, as recorded in Map Book 23, Page 144, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument #1994-07111 and amended in Instrument No. 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, recorded in Instrument #1998-29631, in the Probate Office of Shelby County, Alabama.

The property is located in XXXXXXXXXX Shelby at
(County)
1472 HIGHLAND LAKES TRAIL, BIRMINGHAM, Alabama 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.

CLAYTON T. SWENEY, ATTORNEY AT LAW

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 46,800.00. 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.)

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