

THIS INSTRUMENT PREPARED BY:

FIRST FINANCIAL BANK P.O. BOX 1754 EL DORADO, AR 71731-9983 KAREN GRAVES

## RELEASE CLEMENTS 30533156

### KNOW ALL MEN BY THESE PRESENT

That in consideration of full payment of all indebtedness mentioned in a certain MORTGAGE/DEED OF TRUST dated DECEMBER 4, 2002 in Mortgage Book 20021213000624940 at Page XXXX in the Recorder's Office in and for SHELBY County and executed by JAMES A CLEMENTS AND CHRISTINE N CLEMENTS, HUSBAND AND WIFE and original MORTGAGEE/TRUSTEE/LENDER, MORTGAGEAMERICA, INC on the following property, all located in SHELBY County ALABAMA to-wit:

#### SEE ATTACHED LEGAL DESCRIPTION

The lien on the property above mentioned is hereby discharged and released in full this 25 day of NOVEMBER, 2003

GIVEN under my hand and seal, day and year above mentioned

FIRST FINANCIAL BANK EL DORADO, ARKANSAS

SEAL (SEAL)

M BLACK - VICE PRESIDENT

**ACKNOWLEDGEMENT** 

STATE OF: ARKANSAS COUNTY: UNION

BE IT REMEMBERED, That on this day come before me, the undersigned, a Notary Public within and for county and state aforesaid, duly commissioned and acting JIM BLACK VICE PRESIDENT OF LOAN SERVICING of FIRST FINANCIAL BANK, EL DORADO, ARKANSAS to me well known as the person executing the foregoing instrument of writing and state that she had executed the same for the consideration and purposes therein mentioned and set forth and was duly authorized to execute said release.

WITNESS my hand and seal as such Notary Public on this 3 day of DECEMBER, 2003.

Karen E. Graves
Notary Public - Arkansas
Union County
My Commission Expires 12-01-20
COMMISSION EXPIRES:12-1-2013

# CERTIFICATE OF RECORD

NOTARY PUBLIC: KAREN E. GRAVES

STATE OFCOUNTY OFI,			
		, Circuit Clerk and Ex-Officio	
Recorder for the county aforesa	id, do hereby certify the an	unnexed and foregoing instrument of writing was filed for	ı
record in my office on the	day of	A.D, at	
o'clock _	M. and the same is now	w duly recorded with the acknowledgments and certificate	:S
thereon, in Record Book	, Page		
CIRCUIT CLERK AND EX-OFFICIO RECORDER		D.C.	

20031208000794490 Pg 2/2 14.00 Shelby Cnty Judge of Probate, AL 12/08/2003 11:17:00 FILED/CERTIFIED

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably mortgages, grants and conveys to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the County of Shelby:

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

A parcel of land in the SW% of the NW% of Section 36, Township 20 South, Range 2 West, Shelby County, Alabama, described as follows:

Begin at the Northwest corner of the Southwest % of the Northwest % of Section 36, Township 20 South, Range 2 West; thence run south 84°41'26" east for a distance of 634.00 feet to the west right of way line of a County Road: thence run south 14°34'46" east along said right of way for a distance of 209.84 feet; thence run north 85°59'32" west for a distance of 323.65 feet; thence run south 208.46 feet; thence run north 88°13'26" west for a distance of 360.09 feet; thence run north 00°15'43" west for a distance of 423.89 feet to the point of beginning; being situated in Shelby County, Alabama.

Parcel ID Number: 14-7-36-0-000-006

which currently has the address of

[Street]

3675 HIGHWAY 331

[City], Alabama 35051

[Zip Code]

COLUMBIANA ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this

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