

RETURN TO:
FIRST AMERICAN ELS
6701 CARMEL ROAD
SUITE 302
CHARLOTTE, NC 28126

Satisfaction of Mortgage First American Equity Loan Services, Inc.

4832267

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: 993137941
Original Mortgagor: DAVID M SEALES AND JOY M SEALES
Address: 401 WEATHERLY CLUB DRIVE, PELHAM, AL 35124
Date of Mortgage: AUGUST 28, 2002 Amount: \$ 5,000
County: SHELBY
Date of Recording: SEPTEMBER 4, 2002 Book 20020904000423760 Page:
Trustee:

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.

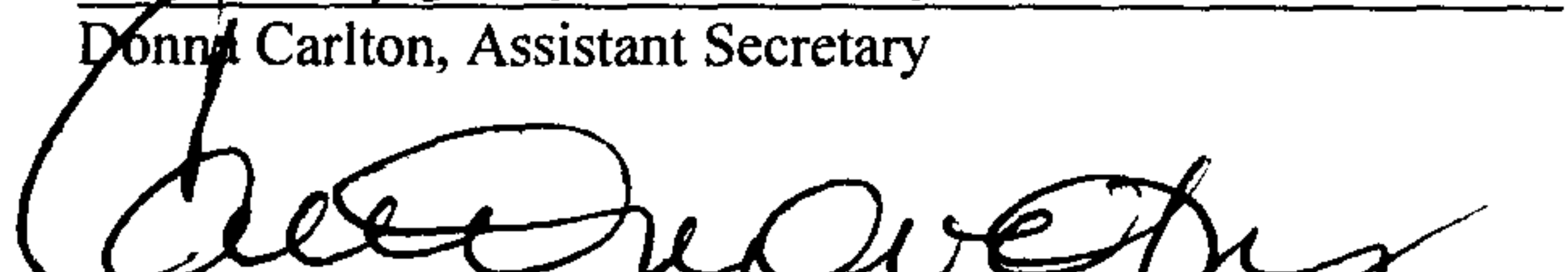
Dated this **14** day of **JULY, 2003**.

ATTESTED:


LaKeya Smith

Rashonda Mack

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

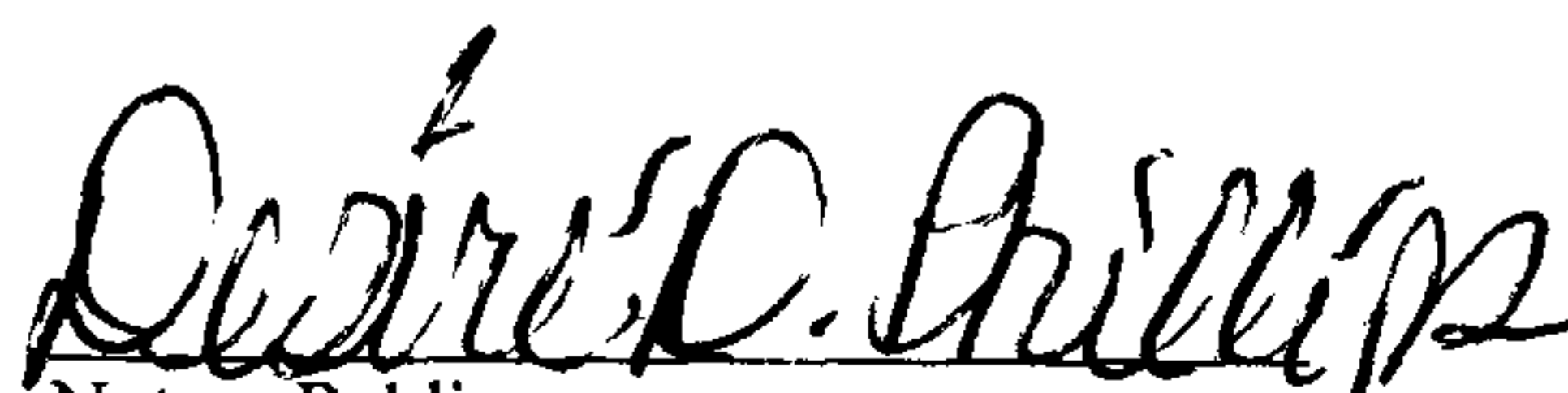

Donna Carlton, Assistant Secretary

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 **Donna Carlton** 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 **14** 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

First American Equity Loan Services, Inc.

MORTGAGE

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is August 28, 2002 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR:

DAVID M SEALES AND JOY M SEALES , husband and wife

20031211000801680 Pg 2/2 14.00
Shelby Cnty Judge of Probate, AL
12/11/2003 13:18:00 FILED/CERTIFIED

401 WEATHERLY CLUB DRIVE
PELHAM, Alabama 35124

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

LENDER: is a corporation organized and existing under the laws of
the United States of America
CHARTER ONE BANK, N.A.
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 2701, according to the Survey of Weatherly Highlands Club Drive Sector 27,
as recorded in Map Book 27, Page 98, in the Probate Office of Shelby County, Alabama.

This mortgage is second and subordinate to that certain mortgage executed by David M. Seals and Joy M. Seales to Charter One Mortgage Corp. dated August 28, 2002

The property is located in Shelby at
(County)
401 WEATHERLY CLUB DRIVE PELHAM 35124
(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 \$ 5,000.00. 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 \$ 5,000.00 , 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 September 3, 2007.