


This Instrument Prepared By:  
James E. Roberts, Attorney at Law  
P. O. Box 430224  
Birmingham, Alabama 35243


  
20040225000095940 Pg 1/3 17.00  
Shelby Cnty Judge of Probate, AL  
02/25/2004 09:53:00 FILED/CERTIFIED

### SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS that the undersigned James E. Roberts, whose post office address is: P. O. Box 430224, Birmingham, Alabama 35243, does hereby satisfy that certain note and mortgage which was executed on the December 17, 2002 from James Mark Clayton and Elizabeth R. Clayton. Said mortgage was assigned from National Bank of Commerce and was not recorded. A copy of the original real estate note is attached and has been marked Paid in Full. I therefore, acknowledge that I have received full payment of such indebtedness, and do hereby acknowledge satisfaction of said note and mortgage.

WITNESS my hand and seal this 16th day of February, 2004.

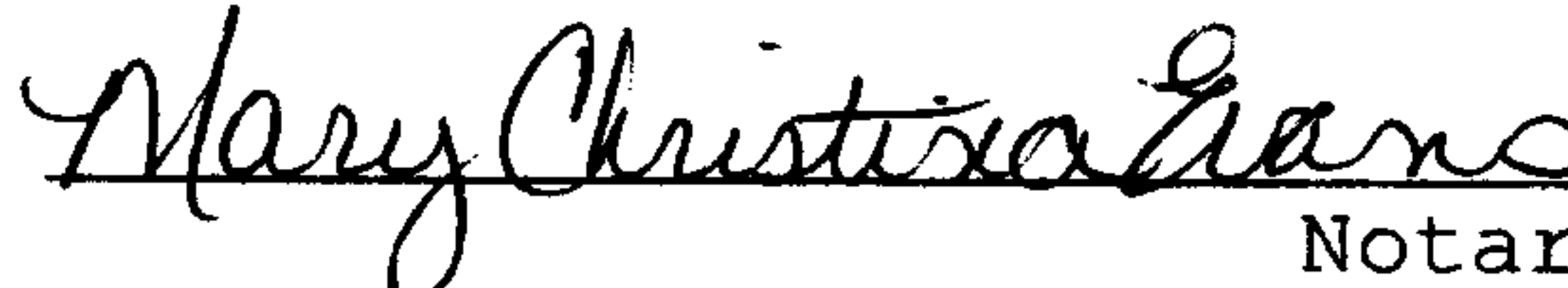
Signed, Sealed and Delivered in Presence of:

\_\_\_\_\_  
  
James E. Roberts

STATE OF ALABAMA )  
Jefferson COUNTY )

I HEREBY CERTIFY That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, and that James E. Roberts, to me well known to be the person described in and who executed the foregoing satisfaction, and he acknowledged before me that he executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Birmingham, Alabama, said County and State, this 16th day of February, 2004.

  
Notary Public

My Commission Expires: \_\_\_\_\_  
NOTARY PUBLIC STATE OF ALABAMA ATT 14006  
MY COMMISSION EXPIRES: JULY 20, 2007  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

[SEAL]

*Gene Gray*

STATE OF ALABAMA )  
JEFFERSON COUNTY )

PAID IN FULL

**REAL ESTATE MORTGAGE NOTE**

**\$355,500.00**

**December 17, 2002**

The undersigned, for value received, promise to pay to the order of Robert Thacker and James E. Roberts, the sum of **Three Hundred Fifty-five Thousand Five Hundred and No/100 Dollars (\$355,500.00)**, together with interest upon the unpaid portion thereof from date, at the rate of **five percent (5%) per annum**. First installment of interest in the amount of Eight Thousand Eight Hundred and Seventy-five and No/100 Dollars will be due and payable on June 17, 2003. The balance including unpaid interest will be due and payable on the 17<sup>th</sup> day of December, 2003, until said sum is paid in full, payable at P.O. Box 370004, Birmingham, Alabama 35237. All payments shall be applied first to interest on the unpaid balance of principal, the balance to principal. Each of said installments shall bear interest at eight percent (5%) per annum after maturity.

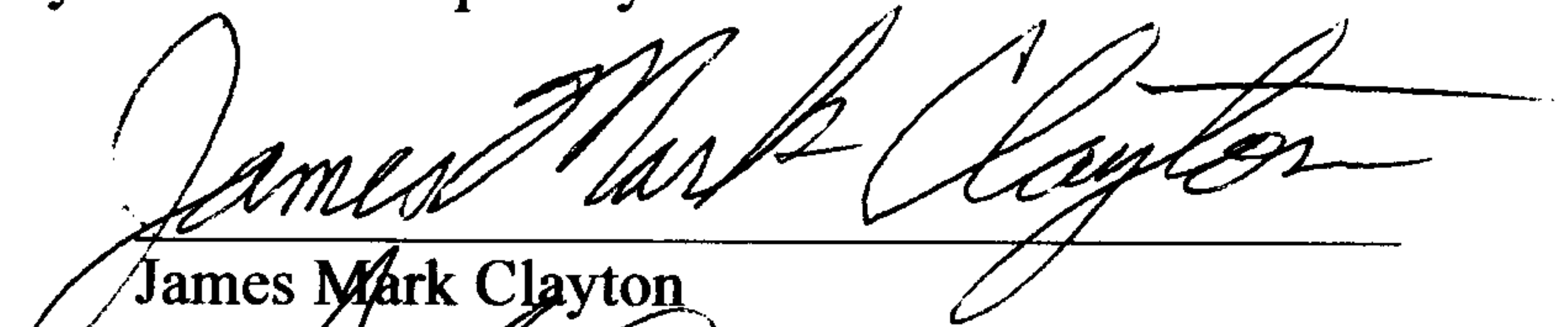
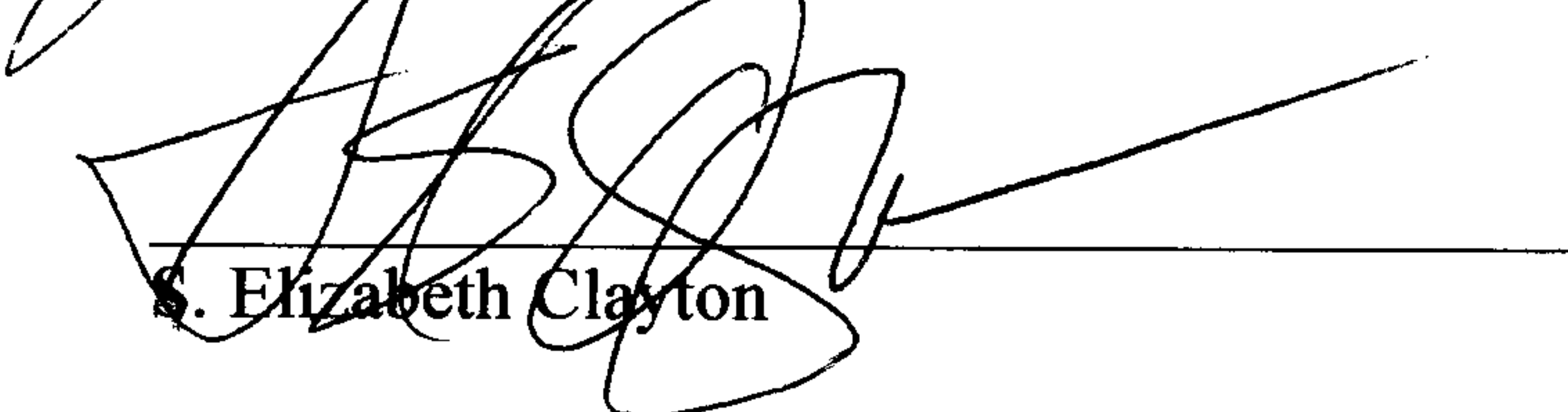
This Note is secured by mortgage on real estate, more particularly described as **Exhibit A**, executed to the payee herein. In the event of default under the terms of said mortgage, or in the event any installment shall remain unpaid for as much as ten days after the same become due, the holder hereof shall have the right and option to declare the entire indebtedness secured hereby to be at once due and payable.

Each maker and endorser hereby waives all right of exemption under the Constitution and Laws of Alabama, and agrees to pay the cost of collection, including a reasonable attorney's fee, not exceeding 10% of the amount due upon default if this obligation is not paid at maturity.

Demand, protest and notice of protest, and all requirements necessary to hold them liable, are hereby waived by each and every maker and endorser of this Note.

This Note is given, executed and delivered under the seal of the undersigned.

This Note may be prepaid at any time without penalty.

  
James Mark Clayton  
  
S. Elizabeth Clayton

## **EXHIBIT A**

Lot 3, according to the Survey of Caldwell Mill Trace, as recorded in Map Book 18, Page 67, in the Probate Office of Shelby County, Alabama.