

RELEASE OF MORTGAGE OR DEED OF TRUST
KNOW ALL MEN BY THESE PRESENTS

HIBERNIA NATIONAL BANK, the legal holder of the following Note

Dated and signed by the makers on July 06, 2000

Made and subscribed by Morris D Bunn Jr

Susan A Bunn

Payable to the Order of Southeastern Mortgage of Alabama

Declares the Mortgage Note is secured by a Mortgage/Deed of Trust of even date therewith, was executed by the said parties and recorded in the official public records of Shelby Parish/County, State of Alabama, recorded as Document/Instrument number , Book/Vol. number 2000, Page 23363 for the following described property:

Lot 849, Brook Highland, 8th Sector, 2nd Phase, Shelby County, Alabama

Hibernia National Bank further declares said Mortgage Note in fully paid, satisfied, released and discharged and the clerk in the official public records has authorization to cancel the Mortgage/Deed of Trust as of May 17, 2004.

WITNESSES:

HIBERNIA NATIONAL BANK

BY

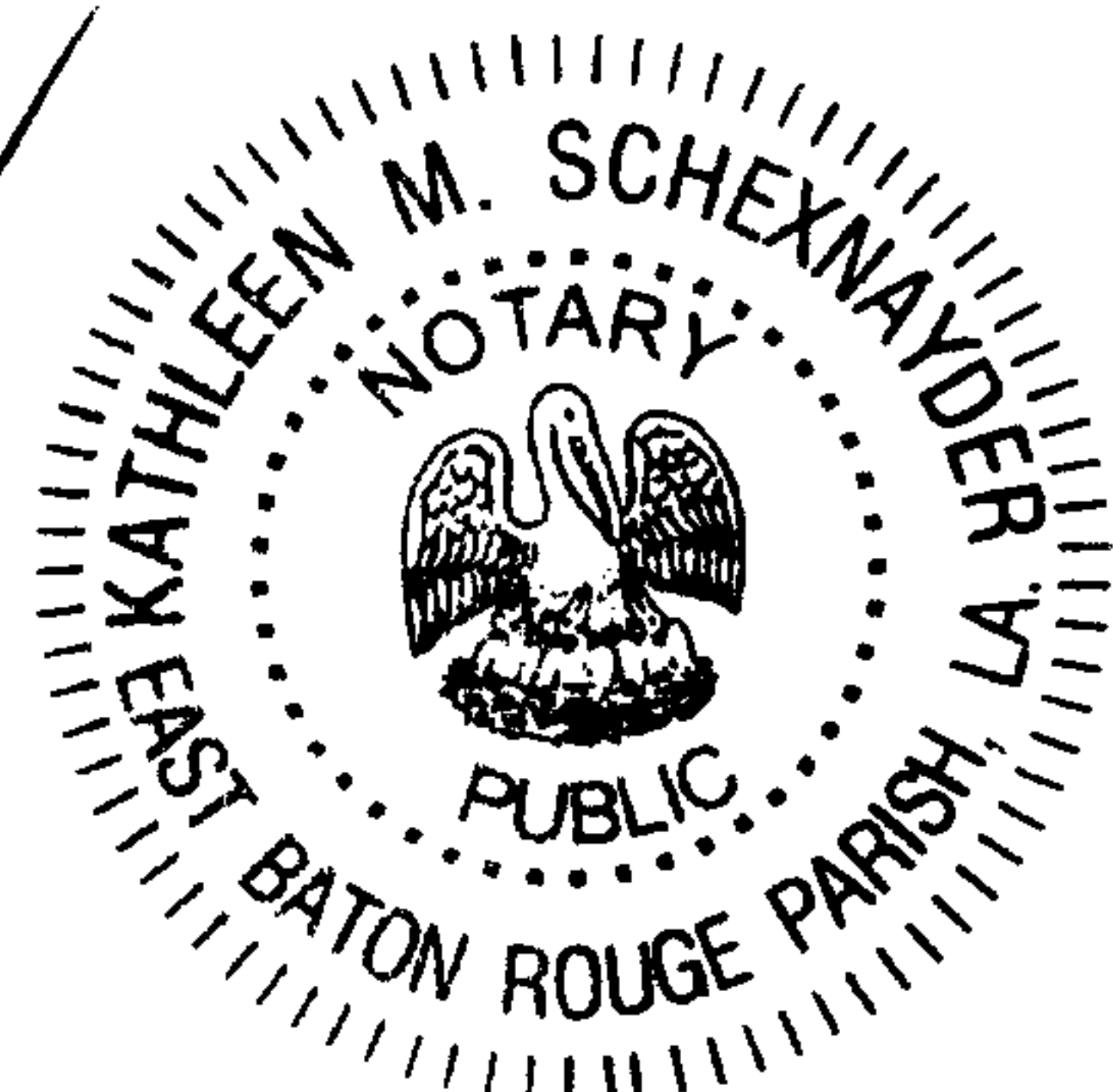
Gerald J. Lachney
GERALD J. LACHNEY
VICE PRESIDENT

Sandy Barber
Patricia Dwyer
STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

I, Kathleen M. Schexnayder, Notary Public in and for the aforementioned parish and state, do hereby certify Gerald J. Lachney, Vice President of Hibernia National Bank, personally known to me to be the same person who subscribed to the foregoing instrument appeared before me on May 17, 2004 in person and acknowledged that he signed, sealed, and delivered the said instrument as his free will, for the uses and purposes therein set forth.

KM Schexnayder
NOTARY PUBLIC, KATHLEEN M. SCHEXNAYDER
Commission expires at death
ID:51953

PREPARED BY:
HIBERNIA NATIONAL BANK
PO BOX 481
BATON ROUGE, LA 70821
SANDY BARBER
0099640968



Charles Lewis

6. BORROWER'S PAYMENTS BEFORE THEY ARE DUE

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in a letter that I am doing so. A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

I may make a full prepayment or a partial prepayment without paying any penalty. I may make a full prepayment at any time. If I choose to make a partial prepayment, the Note Holder may require me to make the prepayment on the same day that one of my monthly payments is due. The Note Holder may also require that the amount of my partial prepayment be equal to the amount of principal that would have been part of my next one or more monthly payments. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no delays in the due dates or changes in the amounts of my monthly payments unless the Note Holder agrees in writing to those delays or changes.

7. BORROWER'S WAIVERS

I waive my rights to require the Note Holder to do certain things. Those things are: (A) to demand payment of amounts due (known as "presentment"); (B) to give notice that amounts due have not been paid (known as "notice of dishonor"); (C) to obtain an official certification of nonpayment (known as a "protest"). Anyone else who agrees to keep the promises made in this Note, or who agrees to make payments to the Note Holder if I fail to keep my promises under this Note, or who signs this Note to transfer it to someone else also waives these rights. These persons are known as "guarantors, sureties and endorsers."

8. GIVING OF NOTICES



Any notice that must be given to me under this Note will be given by delivering it or by mailing it by certified mail addressed to me at the Property Address above. A notice will be delivered or mailed to me at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by certified mail to the Note Holder at the address stated in Section 3 above. A notice will be mailed to the Note Holder at a different address if I am given a notice of that different address.

9. RESPONSIBILITY OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note. Any person who takes over my rights or obligations under this Note will have all of my rights and must keep all of my promises made in this Note. Any person who takes over the rights or obligations of a guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to keep all of the promises made in this Note.

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

 (Seal)
Morris D. Bunn, Jr. Borrower
 (Seal)
Susan A. Bunn Borrower
[Sign Original Only]

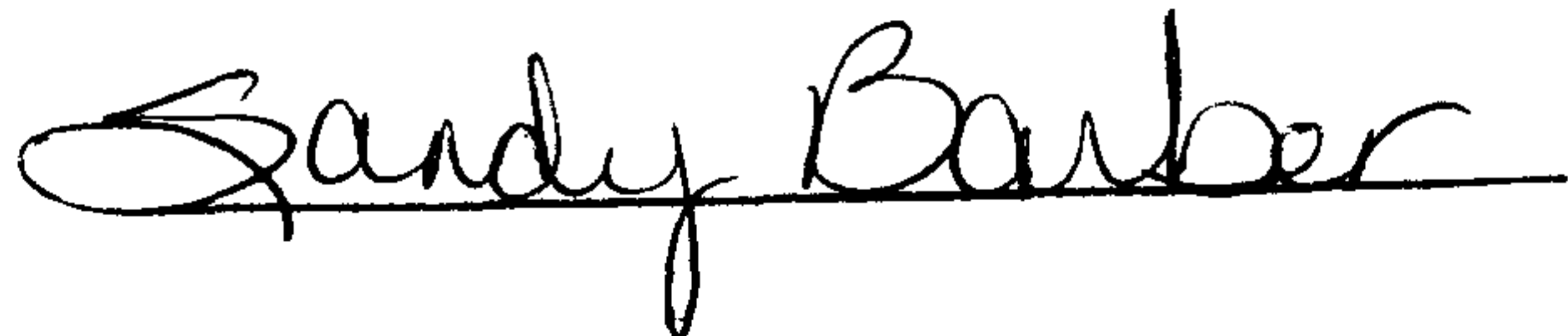
PAY TO THE ORDER OF
HIBERNIA NATIONAL BANK,
WITHOUT RECOURSE

SOUTHEASTERN MORTGAGE OF ALABAMA, L.L.C.

By:


Johnny D. Williams
Chief Manager

PAID IN FULL



HIBERNIA NAT'L BK MTG BA

Loan No:
Borrower: Morris D. Bunn, Jr. Susan A. Bunn

BALLOON NOTE

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

July 6, 2000

Birmingham

[City]

ALABAMA

[State]

1682 Wingfield Drive, Birmingham, Alabama 35242

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S.\$ 34,190.00 (this amount will be called "principal"), plus interest, to the order of the Lender. The Lender is Southeastern Mortgage of Alabama, L.L.C. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder."

2. INTEREST

9.00.

I will pay interest at a yearly rate of

Interest will be charged on unpaid principal until the full amount of principal has been paid.

3. PAYMENTS

I will pay principal and interest by making payments each month of U.S. \$ 275.10

I will make my payments on the first day of each month beginning on 9/1/00. I will make these payments every month until I have paid all of the principal and interest and any other charges, described below, that I may owe under this Note. If, on 8/1/15, I still owe amounts under this Note, I will pay all those amounts, in full, on that date.

I will make my monthly payments at 10 Office Park Circle, Suite 218, Birmingham, AL 352 or at a different place if required by the Note Holder.

4. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be U.S. 13.76. I will pay this late charge only once on any late payment.

(B) Notice from Note Holder

If I do not pay the full amount of each monthly payment on time, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date I will be in default. That date must be at least 10 days after the date on which the notice is mailed to me or, if it is not mailed, 10 days after the date on which it is delivered to me.

(C) Default

If I do not pay the overdue amount by the date stated in the notice described in (B) above, I will be in default. If I am in default, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount.

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(D) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back for all of its costs and expenses to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

5. THIS NOTE SECURED BY A MORTGAGE

In addition to the protections given to the Note Holder under this Note, a Mortgage, dated 7/6/00 protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Mortgage describes how and under what conditions I may be required to make immediate payment in full of all amounts that I owe under this Note.

CHARLES E. DAVIS, JR.

ATTORNEY-AT-LAW
400 VESTAVIA PARKWAY
SUITE 101
BIRMINGHAM, AL 35216
(205) 823-9992
FAX (205) 823-3639

20040707000374130 Pg 4/4 20.00
Shelby Cnty Judge of Probate, AL
07/07/2004 11:16:00 FILED/CERTIFIED

March 30, 2004

Hibernia's Mortgage Servicing
11130 Industriplex Blvd.
Baton Rouge, LA 70809-4181

RE: Loan #: 0099640968 Morris D. Bunn 04-37-R-CED

Dear Sir/Madam:

Enclosed is a check in the amount of \$33,504.05 as payment in full for the above referenced judgment/mortgage/home equity line of credit.

Please facilitate the removal of any liens filed against the above-referenced property in conjunction with this account. This is a request for the filing of a satisfaction of lien pursuant to Alabama Code Section 35-10-27.

If the above amount is insufficient to payoff the account you are authorized by the borrower(s) to apply it as payment to the account. You should notify the borrower(s) referenced above as to the remaining balance on the account to be paid in full.

Should this be a Line of Credit, the borrower(s) is/are certifying that there are no outstanding checks or other advances that you are unaware of and that any and all checks, drafts and credit or debit cards used to access this equity line of credit have been destroyed. You are instructed to immediately close this line to any further advances.

Please forward all canceled loan papers, including executed mortgage or lien releases to the attention of: Charles E. Davis, Jr., 400 VESTAVIA PARKWAY, SUITE 101, Birmingham, AL 35216
NOTE: ALABAMA CODE SECTION 35-10-30 REQUIRES THAT YOU SATISFY THIS LIEN WITHIN THIRTY (30) DAYS OF YOUR RECEIPT AND ACCEPTANCE OF THE PAYOFF OR INCUR A \$200.00 PENALTY.

Thank you for your prompt attention in this matter. If you have any questions about this matter, please call Charles E. Davis, Jr. at (205) 823-9992 or send a fax detailing your question to Charles E. Davis, Jr. at 205-823-3639.

Sincerely,


Phillip W. Smith, Paralegal
for Charles E. Davis, Jr.

Enclosures:
Payoff Statement
Payoff Check