

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 August 12, 2002

Made and subscribed by Michael E McGaughy Sr

Payable to the Order of Coats & Co., Inc.

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 20020903000420910, Book number , Page for the following described property:

See attached.

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 February 08, 2005.

WITNESSES:

Sandy Barber  
Suzanne Lilly

HIBERNIA NATIONAL BANK

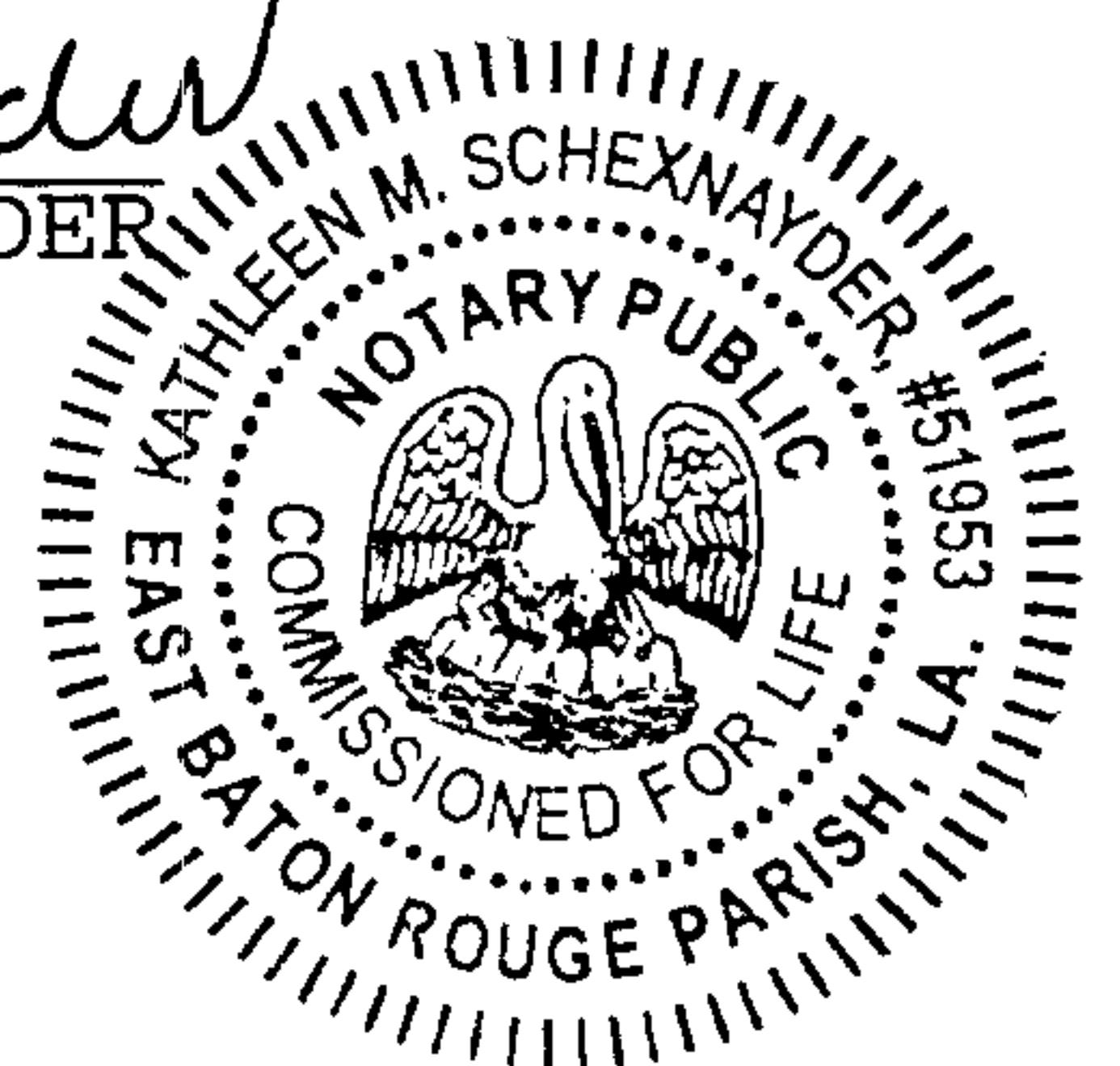
BY: Mamie Clements  
Mamie Clements  
Banking Officer

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 Mamie Clements, Banking Officer of Hibernia National Bank, personally known to me to be the same person who subscribed to the foregoing instrument appeared before me on February 08, 2005 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.

Kathleen M Schexnayder  
NOTARY PUBLIC, KATHLEEN M. SCHEXNAYDER  
Commission expires at death

PREPARED BY:  
HIBERNIA NATIONAL BANK  
PO BOX 481  
BATON ROUGE, LA 70821  
SANDY BARBER  
0099823603



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(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for (i) damage to, or destruction of, the Property, (ii) condemnation or other taking of all or any part of the Property, (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### 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 Lender, with power of sale, the following described property located in the

County of SHELBY, Alabama:

A parcel of land situated in the NW ¼ of the SW ¼ of Section 6, Township 22 South, Range 2 West, described as follows: Commence at the NE corner of the NW ¼ of the SW ¼ of said Section 6 and run South 89 degrees 54 minutes 20 seconds West along the North boundary of the NW ¼ of the SW ¼ of said Section 6 for 614.37 feet; thence run South 05 degrees West for 449 feet to the beginning of a curve to the right having a central angle of 37 degrees 52 minutes and a radius of 481.48 feet; thence run Southerly along said curve for 318.21 feet; thence run South 42 degrees 52 minutes West for 129.78 feet to the point of beginning; thence continue along previous course South 42 degrees 52 minutes West for 400 feet to the North boundary of Shelby County Highway 22; thence run South 58 degrees 06 minutes 23 seconds East along said North boundary for 334.31 feet to the beginning of a curve to the left having a central angle of 02 degrees 03 minutes 55 seconds and a radius of 596.62 feet; thence run East along said curve for 21.51 feet; thence run North 55 degrees 45 minutes 35 seconds East for 247.64 feet to the West boundary of the City of Calera Water Works property; thence run North 05 degrees 02 minutes 18 seconds East along said West boundary for 292.88 feet; thence run North 85 degrees West for 284.83 feet to the point of beginning. THIS IS A PURCHASE MONEY MORTGAGE.

ALABAMA --Single Family-- Forensic Note/Forensic Note UNIFORM INSTRUMENT

Initialed(s) JS, SM

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Form 2001 1/01

20050228000093420 Pg 2/2 14.00  
Shelby Cnty Judge of Probate, AL  
02/28/2005 13:16:00 FILED/CERTIFIED