20050722000368370 1/2 $14.00
Shelby Cnty Judge of Probate, AL
07/22/2005 02:26:44PM FILED/CERT

Record and return to
FIDELITY BANK
PO BOX 1007
WICHITA KS 67201

Loan Number: **3020040469**
CUNNINGHAM

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that Fidelity Bank a corporation organized and existing under the laws of the United States of America, having its office and place of business in the City of Wichita, county of Sedgwick and state of Kansas, does hereby certify and declare that a certain real estate mortgage in the original principal sum of **$133,000**, bearing date the **19TH** of **DECEMBER, 2002**, made and executed by **BENNY R. CUNNINGHAM & LINDA D. CUNNINGHAM, HUSBAND AND WIFE**, of the first part to **AMSOUTH BANK** organized and existing under the laws of the State of **ALABAMA**, recorded in the Register of Deeds Office of **SHELBY**, in State of **ALABAMA**, in Book No. **NA**, on Page No. **NA**, as Document No. **20021220000637550** on the **20TH** day of **DECEMBER, 2002,** and assigned to Fidelity Bank property described as follows:

SEE ATTACHED

is, together with the debt secured thereby, fully paid, satisfied, and discharged.

IN WITNESS WHEREOF, the said Fidelity Bank, has caused its name to be signed to these presents by its Vice President thereunto duly authorized this 14TH day of JULY, 2005, Fidelity Bank,

By _____
Anne Jasinski, Vice President

STATE OF Kansas, Sedgwick County, SS.

BE IT REMEMBERED, That on this **14TH** day of **JULY, 2005,** the foregoing instrument was acknowledged before me by Anne Jasinski, Vice President of Fidelity Bank, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, acting for and on behalf of said corporation, in her capacity as such officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

Notary Seal Below:

_____
Notary Public—Melissa Bonds
My commission Expires—06/20/2006

MELISSA BONDS
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 6/20/06

_____
Prepared by: Rebecca Garvey

FB FORM Alabamadata.

20050722000368370 2/2 $14.00
Shelby Cnty Judge of Probate,AL
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CUNNINGHAM

(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:

Lot 47 according to the survey of Navajo Hills 9th Sector, as recorded in Map Book 10, Page 84 in the Probate Office of Shelby County, Alabama.

which currently has the address of **1117 Sequoia Trail, Alabaster, AL 35007** ("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."