

CERTIFICATE OF SATISFACTION

ALABAMA

9906744

The undersigned certifies that it is the present owner of a mortgage executed by **PENELOPE ANN GAFFNER AND WILLIAM A GAFFNER, WIFE AND HUSBAND** to Mortgage Electronic Registration Systems, Inc., as nominee for The Huntington National Bank on **03/10/05**, and recorded on **03/18/05** in the office of the Recorder of **SHELBY** County, Alabama, in BOOK NA, Page NA INSTRUMENT NO **20050318000125230** Said mortgage is fully satisfied and paid in full.

Legal: ATTACHED

Dated: May 10, 2006

Mortgage Electronic Registration Systems, Inc.
as nominee for The Huntington National Bank

Patricia Jo Fuller
Staff Officer

STATE OF OHIO

COUNTY OF FRANKLIN, SS:

On **May 10, 2006**, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Patricia Jo Fuller to me personally known, who being by me duly sworn, did say that she is the Staff Officer respectively, of said corporation; that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said Patricia Jo Fuller, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by her voluntarily executed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Columbus, Ohio, this **May 10, 2006**.



Notary Public

THIS INSTRUMENT PREPARED BY:

VERNA M SPEARS
The Huntington National Bank
2361 Morse Rd, NC1N11
P.O.BOX 1558
Columbus, OH 43229.



WILLIAM D STRICKLAND
Notary Public, State of Ohio
My commission expires 08/1/2009



20060517000233320 2/2 \$14.00
Shelby Cnty Judge of Probate, AL
05/17/2006 12:56:52PM FILED/CERT

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 MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the **COUNTY** of **SHELBY** :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

LOT 1334, ACCORDING TO THE SURVEY OF OLD CAHABA IV, 2ND ADDITION PHASE 3, AS RECORDED IN MAP BOOK 33 AT PAGE 80, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Parcel ID Number: **13-4-20-3-002-003.000**
974 OLD CAHABA DRIVE
HELENA

which currently has the address of
[Street]
[City] , Alabama **35080** [Zip Code]

("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." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this

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Initials:

Form 3001 1/01



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Shelby Cnty Judge of Probate, AL
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