

RE: Affidavit Changing Records in Shelby County, Alabama

20081001000387780 1/12 \$44.00  
Shelby Cnty Judge of Probate, AL  
10/01/2008 12:46:29PM FILED/CERT

This affidavit is a request by Timothy A. Webb that his ex-wife, Holly D. Webb, be removed from any promissory notes or mortgages they hold jointly. The Divorce Decree entered by the Shelby County (Alabama) Court on November, 2007 requires that Holly's name be removed from the existing mortgages, releasing her from all obligations under the mortgages. The two mortgages were secured through Home Capital on October 20, 2006 and are listed as Loan Number: 10150076 and Loan Number: 0480348. The loans have since been transferred to Countrywide and are the sole responsibility of Timothy A. Webb.

Corrected documents were obtained from Countrywide and are attached to this document. These documents bear the signature of Timothy A. Webb only. A copy of the mortgage transfer and the payment request is also attached. These documents bear the name of Timothy A. Webb as the sole borrower of the two mortgages.

The Divorce Decree states that Timothy A. Webb is the sole owner of the property located at 230 King Arthur Place, Alabaster, Alabama further releasing Holly D. Webb from all obligations or profits attached to the said property.

I avow that all information attached to this document is accurate to the best of my knowledge and was secured from Countrywide or their representatives.

Timothy A. Webb  
Timothy A. Webb

10-1-08

Date

Prepared by:

Timothy A. Webb

Jerilyn C. Chastain  
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Apr 14, 2011  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

MIN: 1001780-2006073880-6

Loan Number: 10150076

## INTEREST ONLY FIXED RATE NOTE

OCTOBER 20, 2006  
 [Date]ALABASTER  
 [City]ALABAMA  
 [State]230 KING ARTHUR PLACE, ALABASTER, ALABAMA 35007  
 [Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 111,200.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is HOME CAPITAL INC., A GEORGIA CORPORATION

I will make all payments under this Note in the form of cash, check or money order.

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 is called the "Note Holder."

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 6.750 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

## 3. PAYMENTS

## (A) Time and Place of

I will make a payment every month. This payment will be for interest only for the first 120 months, and then will consist of principal and interest.

I will make my monthly payment on the 1st day of each month beginning on DECEMBER 1, 2006. 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. Each monthly payment will be applied as of its scheduled due date, and if the payment includes both principal and interest it will be applied to interest before Principal. If, on NOVEMBER 1, 2036. I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 9000 CENTRAL PARK WEST, SUITE 500, ATLANTA, GEORGIA 30328

or at a different place if required by the Note Holder.

## (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 625.50 for the first 120 months of this Note, and thereafter will be in the amount of U.S. \$ 845.52. The Note Holder will notify me prior to the date of change in monthly payment.

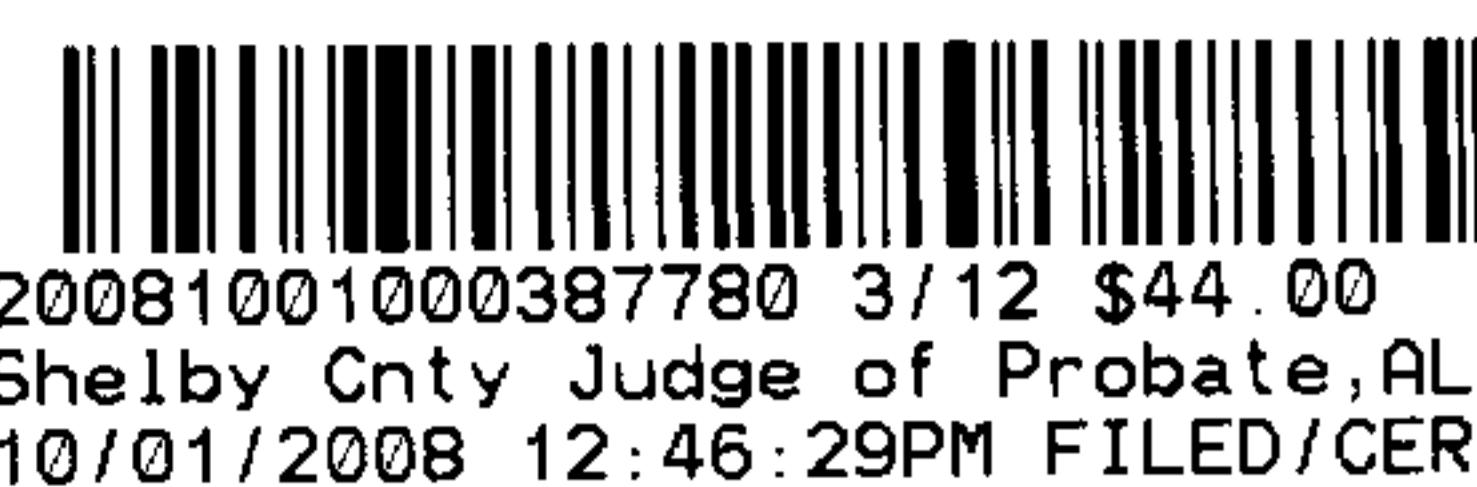
## 4. BORROWER'S RIGHT TO PREPAY

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 writing that I am doing so. I may not designate a payment as a prepayment if I have not made all the monthly payments due under the Note.

I may make a full prepayment or partial prepayments without paying a prepayment charge. The Note Holder will use my prepayments to reduce the amount of principal that I owe under this Note. However, the Note Holder may apply my prepayment to the accrued and unpaid interest on the prepayment amount, before applying my prepayment to reduce the principal amount of the Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes. However, if the partial prepayment is made during the period when my monthly payments consist only of interest, the amount of the monthly payment will decrease for the remainder of the term when my payments consist only of interest as well as during the time that my payments consist of principal and interest. If the partial prepayment is made during the period when my payments consist of principal and interest, the amount of my monthly payment will not decrease; however, the principal and the interest required under this Note will be paid prior to the Maturity Date.

## 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.



## 6. 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 5.000 % of my overdue payment. I will pay this late charge promptly but only once on each late payment.

### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, 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. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

### (D) No Waiver By Note Holder

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.

### (E) 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 by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

## 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or 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 delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person 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.

## 9. WAIVERS

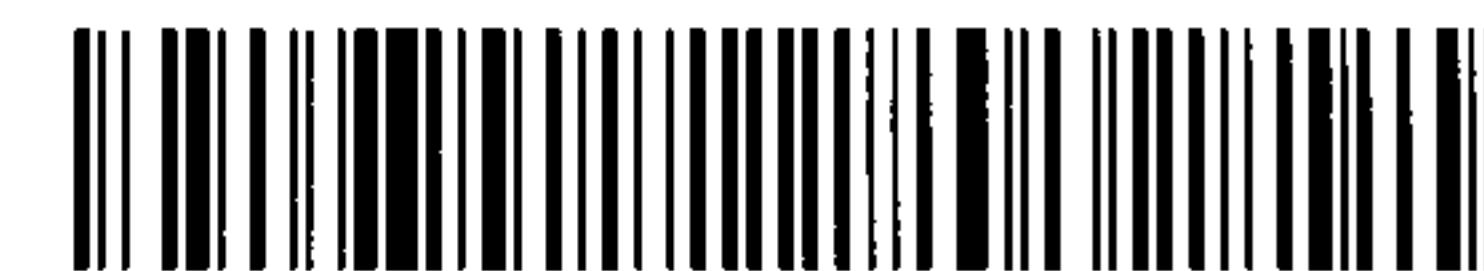
I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

## 10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.



20081001000387780 4/12 \$44.00  
Shelby Cnty Judge of Probate, AL  
10/01/2008 12:46:29PM FILED/CERT

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT  
BEFORE YOU SIGN IT. (ALA CODE 5-19-6)

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

  
\_\_\_\_\_  
TIMOTHY A. WEBB  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

*(Sign Original Only)*

SETTLEMENT STATEMENT  
U. S. Department of Housing and Urban Development

NETCO, Inc.

B. Type of Loan 1. | 1 FHA 2. | 1 FmHA 3. | X Conv. Uninsured 4. | 1 VA 5. | 1 Conv. Insured

File Number: ALA529590 Loan Number: 10150076 8. Mortgage Ins. Case No.:

C. NOTE: This form is furnished to give you a statement of actual settlement cost. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside the closing; they are shown here for information purposes and are not included in the totals.

D. Name and Address of Borrower

TIMOTHY A WEBB

E. Name, Address, Tax ID of Seller

F. Name and Address of Lender

HOME CAPITAL, INC  
9000 CENTRAL PARK WEST, STE 500  
ATLANTA, GA 30328

230 KING ARTHUR PLACE  
ALABASTER, AL 35007

20081001000387780 5/12 \$44.00  
Shelby Cnty Judge of Probate, AL  
10/01/2008 12:46:29PM FILED/CERT

G. Property Location

230 KING ARTHUR PLACE  
ALABASTER, AL 35007

H. Settlement Agent Name and Tax ID Number

NETCO, Inc., Birmingham  
(205) 978-1815  
20-1344675

I. Closing Date: 10/20/2006

Disbursement Date: 10/26/2006

Place of Settlement

100 CENTURY PARK SOUTH SUITE 102  
HOOVER, AL 35226

J. Summary of Borrower's Transaction

100. Gross amount Due From Borrower

101. Contract Sales Price

102. Personal Property

103. Settlement Charges - Borrower (Line 1400)

104. ABN AMRO

104a.

104b.

105.

105a. Addendum Total

\$0.00

Adjustments for Items Paid By Seller In Advance

107. County Taxes -

108. Assessments -

109.

110.

120. Gross amount Due From Borrower

\$120,127.87

K. Summary of Seller's Transaction

400. Gross Amount Due To Seller

401. Contract Sales Price

402. Personal Property

403.

404.

405.

Adjustments for Items Paid By Seller In Advance

407. County Taxes -

408. Assessments -

409.

410.

420. Gross Amount Due To Seller

\$0.00

200. Amounts Paid By Or In Behalf Of Borrower

500. Reductions in Amount Due to Seller

201. Deposit or Earnest Money held by

501. Excess deposit

202. PRINCIPAL AMOUNT-NEW LOAN

\$111,200.00

502. Settlement charges to seller (line 1400)

\$0.00

203. Existing loan(s) taken subject to

503. Existing loan(s) taken subject to

204. FUNDS FROM ALA529590

\$8,927.87

504. Payoff to

205.

505. Payoff to

206.

506.

207. CREDIT FROM LENDER

507.

208. CREDIT FROM BROKER

508.

Adjustments for Items Unpaid by Seller

211. County Taxes -

511. County Taxes -

\$0.00

212. Assessments -

512. Assessments -

213.

513.

214.

514.

214a.

514a.

215.

515.

220. Total Paid By/For Borrower

\$120,127.87

520. Total Reduction in Amount Due Seller

\$0.00

300. Cash At Settlement From/To Borrower

600. Cash At Settlement From/To Seller

301. Gross Amt Due From Borrower (line 120)

\$120,127.87

601. Gross Amt Due To Seller (line 420)

\$0.00

302. Less Amts Paid by/for Borrower (line 220)

\$120,127.87

602. Less Reductions in Amount Due Seller

\$0.00

303. Cash From: To: X Borrower

\$0.00

603. Cash From: To: X Seller

\$0.00

This file is underwritten by Stewart Title Warranty Company.

*[Handwritten Signature]*

## L SETTLEMENT CHARGES

NETCO, Inc.

File No. ALA529590

700 SALES/BROKER'S COMMISSION Based on price 1% to  
 701 Division of commission to (700) as follows: to 1% to  
 702 Commission Paid at Settlement  
 703  
 704

Borrower's Funds at  
Settlement

Seller's Funds at  
Settlement

\$1157

## 800. ITEMS PAYABLE IN CONNECTION WITH LOAN

801 Loan Origination Fee 1% to HOME CAPITAL, INC  
 802 Loan Discount 1% to HOME CAPITAL, INC  
 803 Appraisal Fee to GLENNS QUALITY APPRAISAL SERVICES (POCXBWR \$375.00)  
 804 Credit Report  
 805 Lender's Inspection Fee  
 806 Mortgage Insurance Application Fee  
 807 Credit Report  
 808

\$1,112.00

\$1,112.00

809 Document Preparation  
 810 Underwriting Fee to HOME CAPITAL, INC  
 811 Courier & Handling Fee  
 812 Tax Service Fee to HOME CAPITAL, INC  
 813 PROCESSING to HOME CAPITAL, INC  
 814 FUNDING to HOME CAPITAL, INC  
 815 ADMINISTRATION to HOME CAPITAL, INC  
 816 APPLICATION FEE to HOME CAPITAL, INC (POCXBWR \$75.00)

\$475.00

20081001000387780 6/12 \$44.00  
 Shelby Cnty Judge of Probate, AL  
 10/01/2008 12:46:29PM FILED/CERT

817

818

819

820

## 900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE

901 Interest from 10-26-2006 to 11-1-2006 at \$20.5644/day  
 902 Mortgage Insurance Premium  
 903 Hazard Insurance Premium to STATE FARM  
 904 2006 PROPERTY TAXES to SHELBY COUNTY TAX COLLECTOR

\$123.39

\$583.00

\$637.24

## 1000. RESERVES DEPOSITED WITH LENDER

1001 Hazard Insurance Premium to 2 MO at \$48.58 PER MO  
 1002 Mortgage Insurance Premium  
 1004 County Property Taxes to 2 MO at \$53.10 PER MO

\$97.16

\$0.00

\$106.30

\$0.00

\$0.00

\$0.00

## 1009 Aggregate Adjustment

## 1100. TITLE CHARGES

1101 Settlement or Closing Fee to NETCO, INC.  
 1102 Abstractor / Title Search to NETCO, INC.  
 1103 Title Examination to NETCO, INC.  
 1105 Document Preparation  
 1107 Attorney Fee  
 1108 Title Insurance to NETCO, INC.  
 1109 Lender's Coverage \$111,200.00  
 1110 Owner's Coverage  
 1111 Letter Report  
 1112 Endorsements 8 & 9 to NETCO, INC.

\$400.00

\$250.00

\$200.00

\$274.00

\$100.00

## 1113 COURIER &amp; HANDLING FEE

1114

1115

1116

1117

1118

1119

1120

1121

1122

1123

1124

## 1200. GOVERNMENT RECORDING AND TRANSFER CHARGES

1201 Recording Fees & Services to NETCO, INC  
 1202 City/County Tax Stamp  
 1203 State Tax Stamp to JUDGE OF PROBATE

\$67.00

\$146.80

\$1.00

1204 DEED TAX to JUDGE OF PROBATE

1205

1206

## 1300. ADDITIONAL SETTLEMENT CHARGES

1301 Survey  
 1302 Pest Inspection  
 1303  
 1304 CLO/LENDINGTREE to LENDING TREE (POCXLDR \$400.00)  
 1305  
 1306 DEED PREP to JAMES D. BROOKS  
 1307  
 1308  
 1309  
 1310

\$75.00

1400 TOTAL SETTLEMENT CHARGES (entered on line 103, Section J and line 502, Section L)

\$6,724.79

\$0.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Borrowers



TIMOTHY A. WEBB

Sellers



This HUD-1 Settlement Statement is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Date 10/20/2006

Settlement Agent

NETCO, Inc. By

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18 U. S. Code Section 1010

NETCO, INC.  
ADDENDUM TO HUD-1 SETTLEMENT STATEMENT

TIMOTHY A WEBB  
230 KING ARTHUR PLACE  
ALABASTER, AL 35007

Closing Date: 10/20/2006  
Disbursement Date: 10/26/2006  
File No.: ALA529590

  
20081001000387780 7/12 \$44.00  
Shelby Cnty Judge of Probate, AL  
10/01/2008 12:46:29PM FILED/CERT

We hereby acknowledge that this is a continuation from the HUD-1 Settlement Statement prepared for the mortgage we are taking out with HOME CAPITAL, INC on Friday, October 20, 2006.

*Timothy A. Webb*  
TIMOTHY A WEBB

SETTLEMENT STATEMENT  
U. S. Department of Housing and Urban Development

NETCO, Inc.

B. Type of Loan 1.  FHTA 2.  FmHA 3.  Conv. Uninsured 4.  VA 5.  Conv. Insured  
File Number: ALA529590-1 Loan Number: 0480348 8. Mortgage Ins. Case No.:

C. NOTE: This form is furnished to give you a statement of actual settlement cost. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside the closing; they are shown here for information purposes and are not included in the totals.

D. Name and Address of Borrower  
TIMOTHY A WEBB

230 KING ARTHUR PLACE  
ALABASTER, AL 35007

E. Name, Address, Tax ID of Seller

F. Name and Address of Lender

HOME CAPITAL, INC  
9000 CENTRAL PARK WEST, STE 500  
ATLANTA, GA 30328



20081001000387780 8/12 \$44.00  
Shelby Cnty Judge of Probate, AL  
10/01/2008 12:46:29PM FILED/CERT

G. Property Location

230 KING ARTHUR PLACE  
ALABASTER, AL 35007

H. Settlement Agent Name and Tax ID Number

NETCO, Inc., Birmingham  
(205) 978-1815  
20-1344675

Place of Settlement

100 CENTURY PARK SOUTH SUITE 102  
HOOVER, AL 35226

I. Closing Date: 10/20/2006

Disbursement Date: 10/26/2006

J. Summary of Borrower's Transaction

100. Gross amount Due From Borrower

|  |             |                           |  |
|--|-------------|---------------------------|--|
| 101. Contract Sales Price                      |             | 401. Contract Sales Price |  |
| 102. Personal Property                         |             | 402. Personal Property    |  |
| 103. Settlement Charges - Borrower (Line 1400) | \$1,428.11  | 403.                      |  |
| 104. PEOPLES BANK AND TRUST                    | \$16,295.23 | 404.                      |  |
| 104a. NETCO                                    | \$8,927.87  | 405.                      |  |
| 104b.  |             |                           |  |
| 105.   |             |                           |  |
| 105a. Addendum Total                           | \$0.00      |                           |  |

Adjustments for Items Paid By Seller In Advance

|                                     |             |                                 |        |
|-------------------------------------|-------------|---------------------------------|--------|
| 107. County Taxes -                 |             | 407. County Taxes -             |        |
| 108. Assessments -                  |             | 408. Assessments -              |        |
| 109.                                |             | 409.                            |        |
| 110.                                |             | 410.                            |        |
| 120. Gross amount Due From Borrower | \$26,651.21 | 420. Gross Amount Due To Seller | \$0.00 |

200. Amounts Paid By Or In Behalf Of Borrower

|  |             |   |        |
|--|-------------|---|--------|
| 201. Deposit or Earnest Money held by  |             | 501. Excess deposit                           |        |
| 202. PRINCIPAL AMOUNT-NEW LOAN         | \$27,800.00 | 502. Settlement charges to seller (line 1400) | \$0.00 |
| 202a. Second Principal Loan Amount     |             | 503. Existing loan(s) taken subject to        |        |
| 203. Existing loan(s) taken subject to |             | 504. Payoff to                                |        |
| 204.                                   |             | 505. Payoff to                                |        |
| 205.                                   |             | 506.  |        |
| 206.                                   |             | 507.  |        |
| 207. CREDIT FROM LENDER                |             | 508.  |        |
| 208. CREDIT FROM BROKER                |             | 509.  |        |

Adjustments for Items Unpaid by Seller

|                                 |             |   |        |
|---------------------------------|-------------|---|--------|
| 211. County Taxes -             |             | 511. County Taxes -                       |        |
| 212. Assessments -              |             | 512. Assessments -                        |        |
| 213. -                          |             | 513.                                      |        |
| 214.                            |             | 514.                                      |        |
| 214a.                           |             | 514a.                                     |        |
| 215.                            |             | 515.                                      |        |
| 220. Total Paid By/For Borrower | \$27,800.00 | 520. Total Reduction in Amount Due Seller | \$0.00 |

300. Cash At Settlement From/To Borrower

|  |             |   |        |
|--|-------------|---|--------|
| 301. Gross Amt Due From Borrower (line 120)    | \$26,651.21 | 601. Gross Amt Due To Seller (line 420)   | \$0.00 |
| 302. Less Amts Paid by/for Borrower (line 220) | \$27,800.00 | 602. Less Reductions in Amount Due Seller | \$0.00 |
| 303. Cash From: To: X Borrower                 | \$1,148.79  | 603. Cash From: To: X Seller              | \$0.00 |

This file is underwritten by Stewart Title Guaranty Company.

| L. SETTLEMENT CHARGES                               |  | NETCO, Inc.                    | File No. ALA529590-1         |
|---|--|--------------------------------|------------------------------|
|   |  | Borrower's Funds at Settlement | Seller's Funds at Settlement |
| 700.  | SALES/BROKER'S COMMISSION Based on price @ % =           |                                |                              |
| 701.  | Division of commission to @ %                            |                                |                              |
| 702.  | (line 700) as follows: to @ %                            |                                |                              |
| 703.  | Commission Paid at Settlement                            |                                | \$0.00                       |
| 704.  |  |                                |                              |
| 800. ITEMS PAYABLE IN CONNECTION WITH LOAN          |  |                                |                              |
| 801.  | Loan Origination Fee 0.75% to HOME CAPITAL, INC.         | \$208.50                       |                              |
| 802.  | Loan Discount 0.75% to HOME CAPITAL, INC.                | \$208.50                       |                              |
| 803.  | Appraisal Fee  |                                |                              |
| 804.  | Credit Report  |                                |                              |
| 805.  | Lender's Inspection Fee                                  |                                |                              |
| 806.  | Mortgage Insurance Application Fee                       |                                |                              |
| 807.  | Credit Report  |                                |                              |
| 808.  |  |                                |                              |
| 809.  | Document Preparation to HOME CAPITAL, INC.               | \$100.00                       |                              |
| 810.  | Underwriting Fee to HOME CAPITAL, INC.                   | \$250.00                       |                              |
| 811.  | Courier & Handling Fee                                   |                                |                              |
| 812.  | Tax Service Fee  |                                |                              |
| 813.  | PROCESSING to HOME CAPITAL, INC.                         | \$250.00                       |                              |
| 814.  |  |                                |                              |
| 815.  |  |                                |                              |
| 816.  |  |                                |                              |
| 817.  |  |                                |                              |
| 818.  |  |                                |                              |
| 819.  |  |                                |                              |
| 820.  |  |                                |                              |
| 900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE |  |                                |                              |
| 901.  | Interest from 10/26/2006 to 11/1/2006 @ \$7.2356/day     | \$43.41                        |                              |
| 902.  | Mortgage Insurance Premium                               |                                |                              |
| 903.  | Hazard Insurance Premium                                 |                                |                              |
| 904.  |  |                                |                              |
| 1000. RESERVES DEPOSITED WITH LENDER                |  |                                |                              |
| 1001.   | Hazard Insurance Premium                                 | \$0.00                         |                              |
| 1002.   | Mortgage Insurance Premium                               | \$0.00                         |                              |
| 1003.   | County Property Taxes                                    | \$0.00                         |                              |
| 1006.   |  | \$0.00                         |                              |
| 1007.   |  | \$0.00                         |                              |
| 1008.   |  | \$0.00                         |                              |
| 1009.   | Aggregate Adjustment                                     | \$0.00                         |                              |
| 1100. TITLE CHARGES                                 |  |                                |                              |
| 1101.   | Settlement or Closing Fee to NETCO, INC.                 | \$100.00                       |                              |
| 1102.   | Abstractor / Title Search                                |                                |                              |
| 1103.   | Title Examination  |                                |                              |
| 1105.   | Document Preparation                                     |                                |                              |
| 1107.   | Attorney Fee   |                                |                              |
| 1108.   | Title Insurance to NETCO, INC.                           | \$100.00                       |                              |
| 1109.   | Lender's Coverage \$27,000.00                            |                                |                              |
| 1110.   | Owner's Coverage   |                                |                              |
| 1111.   | Letter Report  |                                |                              |
| 1112.   | Endorsements 8 1, 9 to NETCO, INC.                       | \$100.00                       |                              |
| 1113.   |  |                                |                              |
| 1114.   |  |                                |                              |
| 1115.   | COURIER & HANDLING FEE                                   |                                |                              |
| 1116.   |  |                                |                              |
| 1117.   |  |                                |                              |
| 1118.   |  |                                |                              |
| 1119.   |  |                                |                              |
| 1120.   |  |                                |                              |
| 1121.   |  |                                |                              |
| 1122.   |  |                                |                              |
| 1123.   |  |                                |                              |
| 1124.   |  |                                |                              |
| 1200. GOVERNMENT RECORDING AND TRANSFER CHARGES     |  |                                |                              |
| 1201.   | Recording Fees & Services to NETCO, INC.                 | \$26.00                        |                              |
| 1202.   | City/County Tax/Stamp                                    |                                |                              |
| 1203.   | State Tax/Stamp to JUDGE OF PROBATE                      | \$41.70                        |                              |
| 1204.   |  |                                |                              |
| 1205.   |  |                                |                              |
| 1206.   |  |                                |                              |
| 1300. ADDITIONAL SETTLEMENT CHARGES                 |  |                                |                              |
| 1301.   | Survey   |                                |                              |
| 1302.   | Pest Inspection  |                                |                              |
| 1303.   |  |                                |                              |
| 1304.   | CLO/LENDING TREE to LENDING TREE (POCXLDR \$250.00)      |                                |                              |
| 1305.   |  |                                |                              |
| 1306.   |  |                                |                              |
| 1307.   |  |                                |                              |
| 1308.   |  |                                |                              |
| 1309.   |  |                                |                              |
| 1310.   |  |                                |                              |
| 1400. TOTAL SETTLEMENT CHARGES                      | (entered on line 103, Section J and line 302, Section K) | \$1,428.11                     | \$0.00                       |

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Borrowers

*Timothy A. Webb*

TIMOTHY A. WEBB

Sellers

20081001000387780 9/12 \$44.00  
Shelby Cnty. Judge of Probate, AL  
10/01/2008 12:46:29PM FILED/CERT

This HUD-1 Settlement Statement is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.  
Date: 10/26/2006 Settlement Agent: NETCO, Inc. By: *John E. Webb, Esq.*

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U. S. Code Section 1010

NETCO, INC.  
ADDENDUM TO HUD-1 SETTLEMENT STATEMENT

TIMOTHY A WEBB

230 KING ARTHUR PLACE  
ALABASTER, AL 35007

Closing Date: 10/20/2006  
Disbursement Date: 10/26/2006  
File No.: ALA529590-1

We hereby acknowledge that this is a continuation from the HUD-1 Settlement Statement prepared for the mortgage we  
are taking out with HOME CAPITAL, INC on Friday, October 20, 2006.

*T. A. Webb*  
TIMOTHY A WEBB



20081001000387780 10/12 \$44.00  
Shelby Cnty Judge of Probate, AL  
10/01/2008 12:46:29PM FILED/CERT

**Settlement Statement**  
**Optional Form for Transactions without Sellers**

**U.S. Department of Housing and Urban Development**  
**PRELIMINARY HUD-1A**

**NETCO, Inc.**  
 OMB Approval No. 2502-0491

|   |          |  |       |
|---|----------|--|-------|
| Name & Address of Borrower:<br>WEBB<br>230 KING ARTHUR PLACE<br>ALABASTER, AL 35007                   |          | Name & Address of Lender:<br>HOME CAPITAL GA<br>3000 CENTRAL PARK WEST, STE 600<br>ATLANTA, GA 30328 |       |
| Property Location:<br>230 KING ARTHUR PLACE<br>ALABASTER, AL 35007<br>Loan # 10150078 File # 32652950 |          | Settlement Agent: Netco, Inc. 28-3920006<br>Place of Settlement:                                     |       |
|   |          | Settlement Date: Disbursement Date:<br>10/01/2008  |       |
| <b>L. SETTLEMENT CHARGES</b>  |          |  |       |
| <b>800. ITEMS PAYABLE IN CONNECTION WITH LOAN</b>   |          | 1501.  |       |
| 801. Loan origination fee %   |          | 1502.  |       |
| 802. Loan Discount  |          | 1503.  |       |
| 803. Appraisal fee  |          | 1504.  |       |
| 804. Credit report  |          | 1505.  |       |
| 805. Lender's Inspection Fee  |          | 1506.  |       |
| 806. Mortgage Insurance Application Fee   |          | 1507.  |       |
| 807. Assumption Fee   |          | 1508.  |       |
| 808.  |          | 1509.  |       |
| 809. Document Preparation   |          | 1510.  |       |
| 810. Underwriting Fee   |          | 1511.  |       |
| 811. Courier and Handling Fee   |          | 1512.  |       |
| 812. Tax Service Fee  |          | 1513.  |       |
| 813.  |          | 1514.  |       |
| 814.  |          | 1515.  |       |
| 815.  |          | 1516.  |       |
| 816.  |          | 1517.  |       |
| 817.  |          | 1518.  |       |
| 818.  |          | 1519.  |       |
| 819.  |          | 1520.  |       |
| 820.  |          | 1521.  |       |
| <b>900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE</b>  |          | 1522.  |       |
| 901. Interest from to @ per day   |          | 1523.  |       |
| 902. Mortgage Insurance Premiums  |          | 1524.  |       |
| 903. Hazard Insurance premium   |          | 1525.  |       |
|   |          | 1526.  |       |
| <b>1000. RESERVES DEPOSITED WITH LENDER</b>   |          | 1527.  |       |
| 1001. Hazard Insurance premium  |          | 1528.  |       |
| 1002. Mortgage Insurance premium  |          | 1529.  |       |
| 1004. County Property Taxes   |          | 1530.  |       |
| 1005.   |          | 1531.  |       |
| 1037.   |          | 1532. Addendum Total   | 80.00 |
| 1006.   |          |  |       |
| 1008.   |          |  |       |
| 1009. Appraisal Adjustment  |          |  |       |
| 1100. TITLE CHARGES   |          |  |       |
| 1101. Settlement or Closing Fee   | \$400.00 |  |       |

  
 20081001000387780 11/12 \$44.00  
 Shelby Cnty Judge of Probate, AL  
 10/01/2008 12:46:29PM FILED/CERT

|   |  |                |  |
|---|--|----------------|--|
| 1102. Abstracter Title Search                   | \$450.00   |                |  |
| 1103. Title Examination                         |  |                |  |
| 1105. Document Preparation                      |  |                |  |
| 1107. Attorney Fee                              |  |                |  |
| 1108. Title Insurance                           | \$274.00   |                |  |
| 1109. Lender's Coverage                         |  |                |  |
| 1111. Letter Report                             |  |                |  |
| 1112. Comprehensive                             | \$80.00  |                |  |
| 1113.   |  |                |  |
| 1114.   |  |                |  |
| 1115.   | 1540. Total Disbursed (Enter On Line 1603)   | \$0.00         |  |
| 1116.   | N. Net Settlement  |                |  |
| 1117.   | 1600. Net Loan Amount  | \$1,111,200.00 |  |
| 1118.   | 1601. Plus Cash / Check from Borrower  |                |  |
| 1119.   | 1602. Minus Settlement Charges (Line 1400)   | \$1,028.80     |  |
| 1120.   | 1603. Minus Disbursement to Others (Line 1540)   | \$0.00         |  |
| 1121.   |  |                |  |
| 1122.   | 1604. Equals Disbursement to Borrower<br>(After expiration of any applicable reescrow period required by law.) | \$109,671.20   |  |
| 1123.   |  |                |  |
| 1124.   |  |                |  |
| 1200. GOVERNMENT RECORDING AND TRANSFER CHARGES |  |                |  |
| 1201. Recording Fees & Services                 | \$168.00   |                |  |
| 1202. City/County Tax Stamp                     |  |                |  |
| 1203. State Tax Stamp                           |  |                |  |
| 1204. Alabama Mortgage Registration Fee         | \$100.00   |                |  |
| 1205.   |  |                |  |
| 1206.   |  |                |  |
| 1300. ADDITIONAL SETTLEMENT CHARGES             |  |                |  |
| 1301.   |  |                |  |
| 1302.   |  |                |  |
| 1303.   |  |                |  |
| 1304.   |  |                |  |
| 1305.   |  |                |  |
| 1306.   |  |                |  |
| 1307.   |  |                |  |
| 1308.   |  |                |  |
| 1309.   |  |                |  |
| 1310.   |  |                |  |
| 1400. TOTAL SETTLEMENT CHARGES                  | \$1,626.60   |                |  |

This HUD-1A Settlement Statement is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent:

Date:

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18 U.S. Code Section 1010.

**PRELIMINARY STATEMENT  
HUD-1A**

I have carefully reviewed the HUD-1A Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements.

Borrower Signatures

20081001000387780 12/12 \$44.00  
Shelby Cnty Judge of Probate, AL  
10/01/2008 12:46:29PM FILED/CERT

