

867-510147
STATE OF ALABAMA
COUNTY OF SHELBY

AFFIDAVIT OF WALTER DOWDELL

Before me, the undersigned notary public, in and for said state and county, personally appeared Walter Dowdell, who is known to me and who, being by me first duly sworn, on oath, deposes and says as follows:

My name is Walter Dowdell. I am over 19 years of age and I am a resident citizen of Shelby County, Alabama.

On May 4, 1994, my wife, Callie Dowdell, and I executed a promissory note to Vinyl Exteriors, Inc., in the principal amount of \$3,850.00 and a mortgage which secured the same on the hereinafter described real property, a copy of which mortgage is recorded in Instrument No. 1994-17262 of the records in the Office of the Judge of Probate of Shelby County, Alabama. Said mortgage was assigned by Vinyl Exteriors, Inc., on May 12, 1994 to Phoenix Financial Service, Inc., a copy of which assignment is recorded in instrument # 1994-26406 of said Probate Court records. Said mortgage was assigned by Phoenix Financial Service, Inc. on June 14, 1994 to Century Finance Company, a copy of which assignment is in instrument # 1995-14806 of said Probate Court records. My wife and I subsequently made an unsecured debt consolidation loan and paid off several of our creditors, including the aforesaid note and mortgage now held by Century Finance Company. Pursuant to the provisions of §35-10-26, *Code of Alabama, 1975*, as amended, a mortgage is deemed to be null and void after the debt which secures the same is paid in full.

Neither my wife nor I now remember the exact date, but that debt was paid off at least 20^w years ago. After paying off the aforesaid note and mortgage, my wife nor I made any further payments to Century Finance Company. Since that time, neither my wife nor I have had any contact with or from Century Finance Company and neither Century Finance Company nor anyone else has contacted us about said note or mortgage or any other matter and no foreclosure proceedings of the aforesaid mortgage have been initiated. The real property which was the subject of said mortgage has been our residence since we purchased it in 1977.

After 1994, Century Finance Company, whose offices were physically located in Gadsden, Alabama, was merged with Century Finance of Alabama, Inc. Century Finance of Alabama, Inc. was formally dissolved on December 29, 1997. Both Century Finance Company and its successor appear to be out of business and neither my wife nor I know how to contact them; therefore, we have been able to obtain a cancellation of the aforesaid mortgage.

This affidavit has been made for the purpose of establishing that, although not cancelled of record, the aforesaid note and mortgage held by Century Finance Company has been paid in full for a

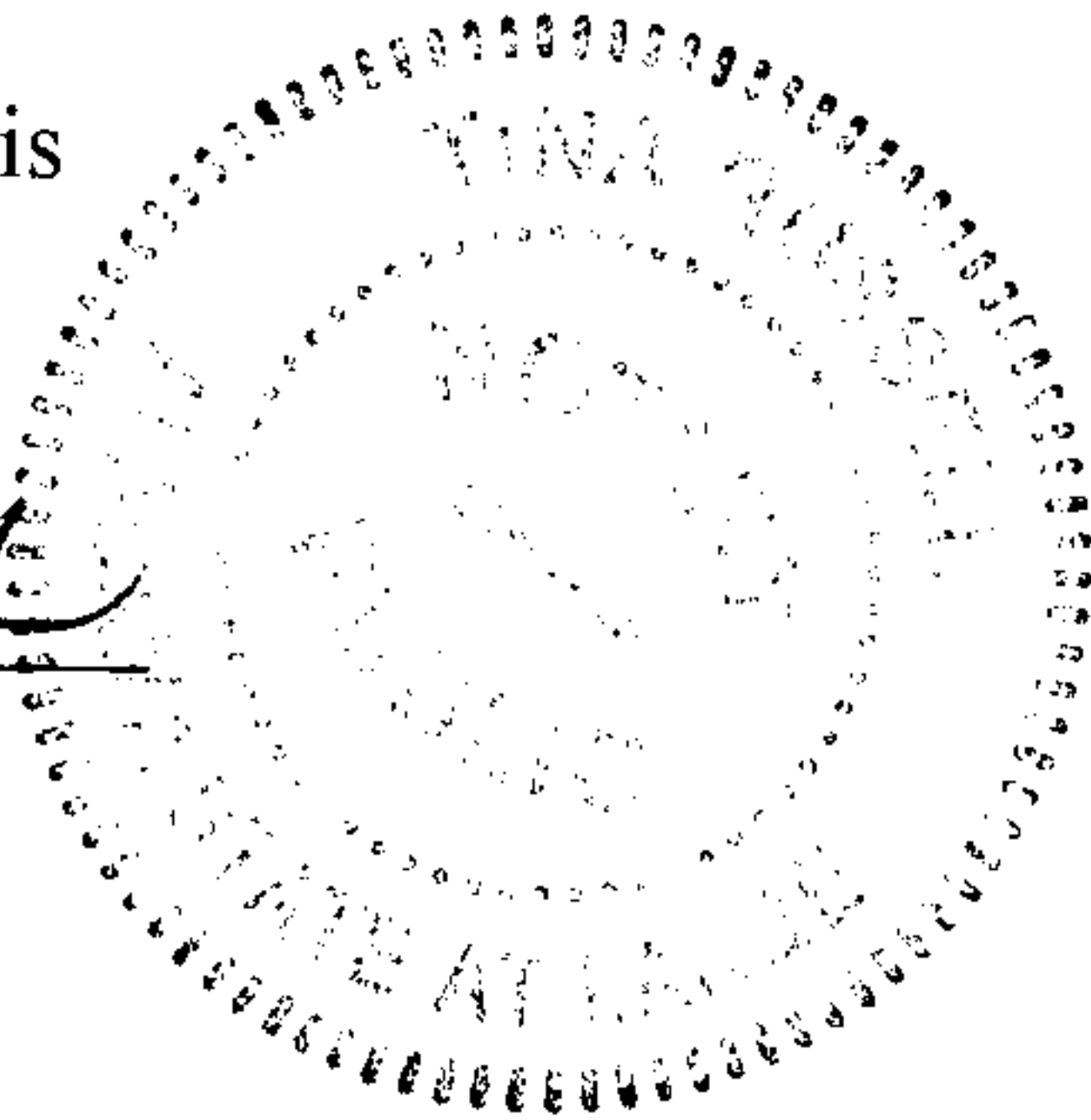
period of approximately 20 years and is no longer a valid lien on said real property. This affidavit is also given in connection with the proposed mortgage by my wife and me of the following described real property to Metlife Home Loans, a Division of Metlife Bank:

Starting at the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section 4, Township 22, Range 2 West, Shelby County, Alabama, and from said corner travel North and along the section line 210 feet to a point of beginning; thence go West 210 feet to point; thence North 210 feet to a point; thence East 210 feet to a point on the section line; thence travel South and along the section line 210 feet to the point of beginning. All lying and being in Shelby County, Alabama.

Walter Dowdell (SEAL)
Walter Dowdell

Subscribed and sworn to before me on this
the 19th day of October, 2010.

Lisa Russell
Notary Public,
Expires 2/15/2013



This instrument prepared by:

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