

State of Alabama

County of Alabama

20111101000327120 1/5 \$24.00
Shelby Cnty Judge of Probate, AL
11/01/2011 01:53:15 PM FILED/CERT

AFFIDAVIT

This Affidavit is being written to induce Jefferson Title Corporation and Commonwealth Land Title Insurance Company to insure over the following mortgage which has not been satisfied of record according to the records in the Probate Office of Jefferson County.

The mortgage is recorded as follows: Mortgage executed by Edward J. Selleck and Theresa M. Selleck as mortgagors to Exchange Bank & Trust Company of Florida, N.A. in the amount of \$15,400.00 and recorded March 14, 1983 in Book 428, Page 220; and being lastly assigned to NCNB National bank of Florida as recorded in Book 50, Pages 419 and 458, in the Office of the Probate Judge of Shelby County, Alabama.

I, DeAnna D. Mohr, the current owner of property described as attached on Exhibit A have no knowledge of the mortgage as set out herein and to the best of my knowledge this mortgage was paid prior to my purchase of the property. I did not assume this mortgage upon the purchase of the herein described property and there has been no attempt to collect and no notice of default or notice of foreclosure in regards to this mortgage. I, DeAnna D. Mohr, as current owner and our agents herein do hereby indemnify and hold harmless Commonwealth Land Title Insurance Company and Jefferson Title Corporation against any loss and all claims arising from any attempt to collect on the above described mortgages or indebtedness.

Signed with my hand and seal this the 27th day of October, 2011

DeAnna Mohr

State of Alabama

Jefferson County

I, Dana Wright McGowin a notary for said County and in said State, hereby certify that Deanna D. Mohr, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed the contents of said instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my official hand and seal this the 27th day of October 2011.

Notary Public Dana Wright McGowin

Commission Expires: 3/5/13

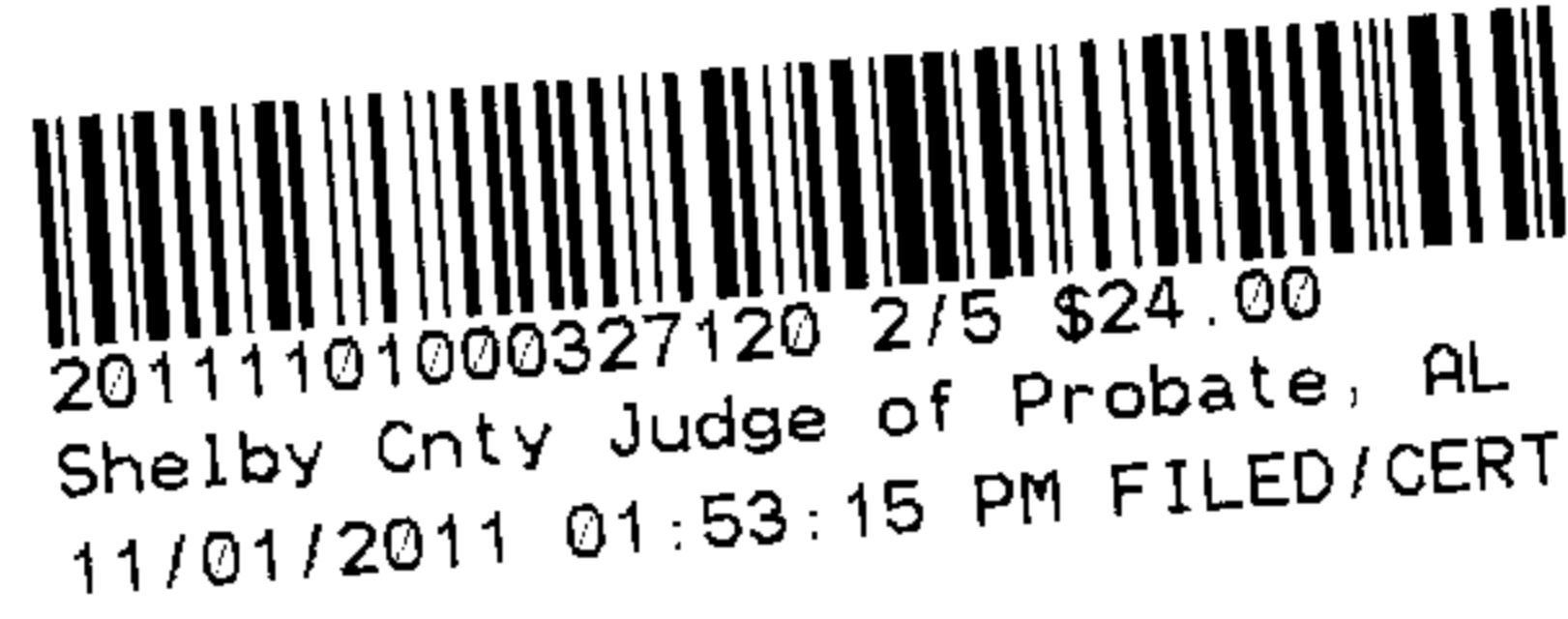


511-2496

Agent's File No.: S11-2696

EXHIBIT "A"

Lot 3, Block 3, according to Kerry Downs, A Subdivision of Inverness, as recorded in Map Book 5, Pages 135 and 136, in the Office of the Probate Judge of Shelby County, Alabama.



(Name) Kerry E. Held of Sirote, Permutt, Friend, Friedman, Held & Apolinsky, P.A.

(Address) 2222 Arlington Avenue South, Birmingham, Alabama, 35255

Form 1-1-22 Rev. 1-66

MORTGAGE-LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Edward J. Selleck and Theresa M. Selleck

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

Exchange Bank & Trust Company of Florida, N.A.

(hereinafter called "Mortgagee", whether one or more), in the sum of Fifteen Thousand Four Hundred and no/100 Dollars (\$ 15,400.00), evidenced by one promissory note, dated of even date herewith, and payable according to the terms of said note.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

Edward J. Selleck and Theresa M. Selleck

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

Lot 3, Block 3, according to the survey of Kerry Downs, a Subdivision of Inverness as recorded in Map Book 5, Page 135 in the Probate Office of Shelby County, Alabama.

In the event the Mortgagor should fail to properly keep the property insured, as set forth hereinafter in this mortgage, then this shall constitute a default under the terms and conditions of this mortgage, and the Mortgagee shall be entitled to all remedies set forth in this mortgage or in the promissory note which this mortgage secures.

If the Mortgagor shall sell, encumber, or otherwise transfer the mortgaged property or any part thereof without the prior written consent of the Mortgagee, the Mortgagee shall be authorized to declare, at Mortgagee's option, the entire indebtedness immediately due and payable.



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Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

BOOK 428 PAGE 220

See Assignm mic book 50 page 457 (5-2-83)
" " " 50 page 458 (5-2-83)

To Have and To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee; as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned Edward J. Selleck and Theresa M. Selleck

have hereunto set their signatures and seal, this 8 day of March, 1983.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1983 MAR 14 AM 9:05

2310
300
100
2710

Edward J. Selleck
Theresa M. Selleck

(SEAL)

(SEAL)

(SEAL)

(SEAL)

THE STATE OF ALABAMA
JUDGE OF PROBATE

JEFFERSON

COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Edward J. Selleck and Theresa M. Selleck

whose names are signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 8 day of March, 1983.

Notary Public.

THE STATE of

COUNTY

I, a Notary Public in and for said County, in said State, hereby certify that

whose name as of a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that, being informed of the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the day of , 19

Notary Public

Attention: M. McQueen
REAL ESTATE DEPARTMENT
SIOLE, PERM. J. F. H. FRIEDMAN,
HELD & ABOLINSKY, P.A.
P. O. Box 2264-A 55727
Birmingham, Alabama 35255

TO

MORTGAGE DEED



20111101000327120 4/5 \$24.00
Shelby Cnty Judge of Probate, AL
11/01/2011 01:53:15 PM FILED/CERT

THIS FORM FROM
Buyers Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama

1403

3883/024

ASSIGNMENT OF NOTE AND MORTGAGE

FOR VALUE RECEIVED, the undersigned NCNB EXCHANGE CORPORATION, Successor by merger to EXCHANGE BANCORPORATION, INC. ("Assignor"), does hereby assign, transfer, and convey unto NCNB NATIONAL BANK OF FLORIDA (Assignee"), Post Office Box 25900, Tampa, Florida 33630, its successors and assigns, all of the right, title and interest of Assignor in and to that certain Mortgage (the "Mortgage"), dated March 8, 19 83, and recorded March 14, 19 83, in Official Record Book 428, page 220 & 221, of the Public Records of Shelby County, Alabama, made by Edward J. Selleck and Theresa M. Selleck, and given to Exchange Bank & Trust Company of Florida N.A.,

as the same may have been amended from time to time; together with the note and indebtedness secured thereby.

IN WITNESS WHEREOF, Assignor has executed this instrument this April 20 19 83.

WITNESSES:

NCNB EXCHANGE CORPORATION,
A Florida corporation
(Corporate Seal)

By:

Lewis C. Messer, as its
Vice president

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this April 20 198 3, by Lewis C. Messer, as Vice president, of NCNB EXCHANGE CORPORATION, a Florida corporation, on behalf of the corporation.

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Shelby Cnty Judge of Probate, AL
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Notary Public

My Commission Expires:

Shelby County, State of Florida at Large
My Commission Expires Mar 15, 1985

THIS INSTRUMENT PREPARED BY:

Name: Jack Daniels

Address: P.O. Box 2900 Tampa Florida 33630

(AFFIX NOTARIAL SEAL)

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1983 APR 28 AM 10:11

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
Re Recorded
1983 MAY -2 AM 8:13

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

SIROTE, PERMUTT, FRIEND, FRIEDMAN, HELD & APOLINSKY, P.A.

225 EIGHTH AVENUE SOUTH

POST OFFICE BOX 85727

BIRMINGHAM, ALABAMA 35255