

AFFIDAVIT and INDEMNITY AGAINST PRIOR MORTGAGE

This Affidavit is being written to induce Jefferson Title Corporation and First American Title Insurance Company to insure over the following mortgages which have not been satisfied of record according to the records in the Probate Office of Shelby County.

The mortgage is recorded as follows: Mortgage given by Doyle M. Payne, Sr. and Reeve Creel Payne to Norwest Financial Alabama, Inc., in the amount of \$16,193.05, dated March 27, 1986, filed April 1, 1986, and recorded in Book 066, Page 260 and re-stated in Book 191, Page 683 and Book 209, Page 271, in the Probate Office of Shelby County, Alabama.

I, Donnie Robert Payne, as Executor of the Estate of Doyle M. Payne, deceased, Probate Case #PR-2011-000141, the current owner of subject property described as attached on Exhibit A, have knowledge of the mortgage as set out herein and to the best of my knowledge said mortgage was paid in full and there has been no attempt to collect and no notice of default or notice of foreclosure in regards to this mortgage. I, Donnie Robert Payne, as Executor of the Estate of Doyle M. Payne, deceased, Probate Case #PR-2011-000141, as current owner and my agents herein do hereby indemnify and hold harmless First American 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.

Affiant has hereto attached certain exhibits to this Affidavit, designated as follows:

EXHIBIT "A" constitutes the legal description of the real property which is the subject of this Affidavit;

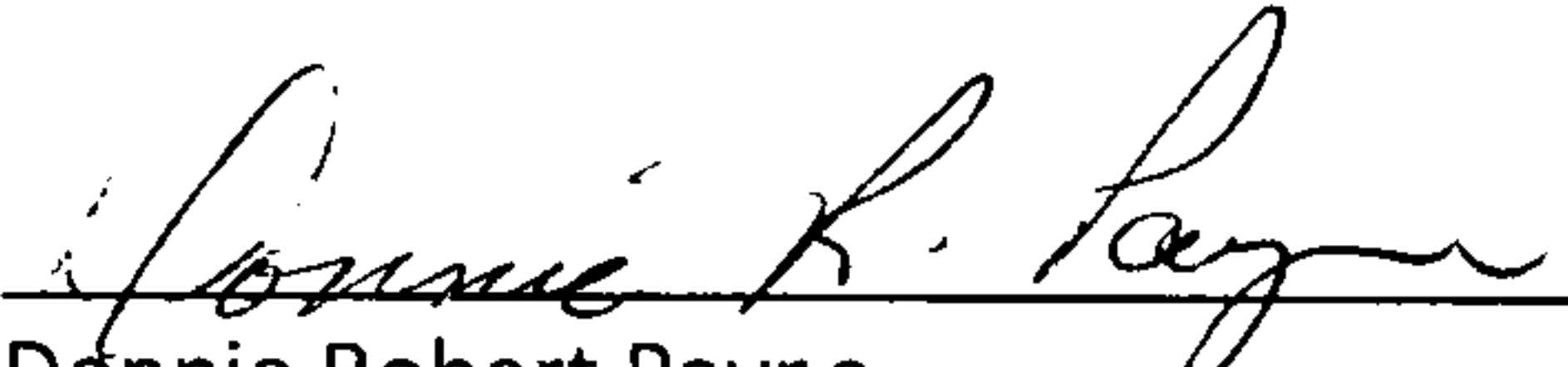
EXHIBIT "B" is a copy of the recorded mortgage which is the subject of this Affidavit;

EXHIBIT "C" is a copy of the Affidavit of unauthorized agent of the Mortgagee regarding the mortgage which is the subject of this Affidavit, dated June 24, 1988, recognizing the continued existence of said mortgage;

EXHIBIT "D" is a copy of the Affidavit and Agreement of the Mortgagors of subject mortgage, dated October 7, 1988, recognizing the fact that said Mortgage was still in existence.

EXHIBIT "E" represents a true and correct copy of the Letters Testamentary issued to the Affiant, thereby appointing him as Personal Representative of the Estate of Doyle M. Payne, by order of the Probate Court, Shelby County, Alabama on April 19, 2011.

In witness whereof I have set my hand and seal this 20th day of June, 2012.


Donnie Robert Payne
Personal Representative
Estate of Doyle M. Payne, deceased

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a notary public, in and for said county in said state, hereby certify that Donnie Robert Payne, whose name as Personal Representative is signed to the foregoing Affidavit, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Affidavit, he, in his capacity as such Personal Representative, executed the same voluntarily on the day that same bears date.

Given under my hand and seal this 20th day of June, 2012.

L Michele K. Damp
Notary Public
My commission expires: 5/17/2015



20120726000268460 2/8 \$33.00
Shelby Cnty Judge of Probate, AL
07/26/2012 08:11:33 AM FILED/CERT

COMMITMENT

Issued by

Jefferson Title Corporation

Agent for:

First American Title Insurance Company

Agent's File No.: S12-1681

EXHIBIT "A"

Legal Description:

Lot 9, in Block 1, according to the Map of Southmont, as recorded in Map Book 4, Page 46, in the Probate Office of Shelby County, Alabama.



20120726000268460 3/8 \$33.00
Shelby Cnty Judge of Probate, AL
07/26/2012 08:11:33 AM FILED/CERT



EXHIBIT B

ALABAMA REAL ESTATE MORTGAGE

Amount Financed \$ 16193.05

The State of Alabama, Shelby County. Know All Men By These Presents: That whereas, Doyle M. Payne Sr. and Reeve Creel Payne Mortgagors are indebted on, their promissory note of even date, in the Amount Financed stated above, payable to the order of Norwest Financial Alabama, Inc., Mortgagee, evidencing a loan made to Mortgagors by Mortgagee. Said Note is payable in monthly instalments and according to the terms thereof, payment may be made in advance in any amount at any time and default in paying any instalment shall, at the option of the holder of the Note and without notice or demand, render the entire unpaid balance thereof at once due and payable, less any required refund or credit of interest.

NOW, THEREFORE, in consideration of said loan and to further secure the payment of said Note and any future Note or Notes executed and delivered to Mortgagee by Mortgagors at any time before the entire indebtedness secured hereby shall be paid in full, evidencing a refinancing of any unpaid balance of the Note above described, or renewal thereof, the Mortgagors hereby grant, bargain, sell and convey to the Mortgagee the following described real estate lying and being situated in Shelby County, State of Alabama, to wit:

Lot 9 in Block 1 Map of Southmont in SW 1/4 of NE 1/4 Section 3 Township 24 N Range 12 East in Town of Montevallo Alabama according to map as recorded in Map Book 4 page 46 in the Probate Office of Shelby County Alabama.

STATE OF ALABAMA
SHELBY CO.
1986 APR -1 AM 11:58

1. Deed Tax \$ 24.30
2. Mtg. Tax 2.50
3. Recording Fee 1.00
4. Indexing Fee 27.80
TOTAL 27.80

warranted free from all incumbrances and against any adverse claims.

TO HAVE AND TO HOLD the aforegranted premises, together with the improvements and appurtenances thereunto belonging, unto the said Mortgagee, its successors and assigns forever.

UPON CONDITION, HOWEVER, that if Mortgagors shall well and truly pay, or cause to be paid, the said Note or Notes, and each and all of them, and each and every instalment thereof when due, then this conveyance shall become null and void. But should Mortgagors fail to pay the Note or Notes, or any instalment thereof when due, or if any covenant hereon is breached, then Mortgagee, its successors, assigns, agent or attorneys are hereby authorized and empowered to sell the said property hereby conveyed at auction for cash, in front of the Court House door in the County in which the said property is located, first having given notice thereof for four successive weeks by publication in any newspaper published in the County in which said property is located, and execute proper conveyance to the purchaser, and out of the proceeds of said sale the Mortgagee shall retain enough to pay said Note or Notes and interest thereon, and the balance, if any, pay over the Mortgagee. The Mortgagee or its assigns are authorized to bid for said property and become the purchaser at said sale.

Mortgagors further specially waive all exemptions which Mortgagors now or hereafter may be entitled to under the Constitution and laws of this or any other State. Mortgagors agree to sell or transfer the aforegranted premises, or any part, without Mortgagee's prior written consent and any such sale or transfer without Mortgagee's prior written consent shall constitute a default under the terms hereof. Whenever the context so requires plural words shall be construed in the singular.

IN TESTIMONY WHEREOF, Mortgagors have hereunto set their hands and affixed their seals this 27th day of March, 19 86

Witness:

Janet McKinney
Raeen Payne

Witness:

Doyle M. Payne Sr. (S.) NO SIGN HERE
Reeve Creel Payne (S.) NO SIGN HERE
(If married, both husband and wife must sign)

STATE OF ALABAMA

Jefferson COUNTY

I, the undersigned authority, in and for said County in said State, hereby certify that Doyle M. Payne Sr. and Reeve Creel Payne

whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this 27th day of March, 19 86, 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 the 27th day of March, 19 86

Notary Public

This instrument was prepared by: Janet McKinney
Star Rt. Box 757
Montevallo Ala 35118

NORWEST FIN. ALA. INC.
Bank For Savings Bldg., Suite 530
9 Morris Avenue
Birmingham, AL

20120726000268460 4/8 \$33.00
Shelby Cnty Judge of Probate, AL
07/26/2012 08:11:33 AM FILED/CERT

See Affidavit - Real Bk. 191 p. 683 (6/28/88)
BOOK 189 PAGE 872

SATISFACTION OF MORTGAGE

The undersigned hereby acknowledges that the Real Estate Mortgage dated 3-27-86, made and executed by Doyle & Reeve Payne to the undersigned, and filed in the County of Shelby, State of Alabama, on 4-1-86, is paid off, satisfied, and discharged in full.

REAL 066, page 260

Norwest Financial Alabama, Inc.

By Janet McKinney
Authorized Representative

State of Alabama)
County of Jefferson) SS

On 6-2-88, before me, the undersigned, a notary public in and for said county, personally appeared Janet McKinney to me personally known, who, being by me duly sworn, did say that WM (she) is the Authorized Representative of Norwest Financial Alabama, Inc., a corporation, and that said instrument was signed on behalf of said corporation, and that WM (she) acknowledges the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date last above written.

Shirley Hester Hester
Notary Public in and for said County and State

My Commission Expires 2-18-92

RECORDING FEES
Recording Fee \$ 2.50
Index Fee 1.00
TOTAL 3.50

STATE OF ALA. SHELBY
I CERTIFY THIS
INSTRUMENT WAS FILED

88 JUN 16 AM 10:43

Shirley Hester Hester
JUDGE OF PROBATE

P.O. Box 10823
Birmingham, AL 35202



20120726000268460 5/8 \$33.00
Shelby Cnty Judge of Probate, AL
07/26/2012 08:11:33 AM FILED/CERT

EXHIBIT C

2258



AFFIDAVIT

Norwest Financial
Bank For Savings Building, Suite 530
1919 Morris Avenue
Post Office Box 10829
Birmingham, Alabama 35202
205/322-7471

6-24-88

Please note that mortgage dated 3-27-86 volume 066, page 260
in the name of Doyle M Payne Sr. and Reeve Creel Payne Shelby County
in the amount of 16193.05 to Norwest Financial Alabama, Inc.
was released in error on 6-16-88 volume 189, page 872.

Norwest Financial Alabama, Inc.

By: Janet McRaney
Authorized Representative

State of Alabama
County of Jefferson

In witness whereof, I Have hereunto set my hand and affixed
my official seal this 24th day of June 1988.

My Commission expires 2-18-92

Shirley Horton Shelton
Notary Public in and for said
County and State

ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED

88 JUN 28 AM 11:12

Shirley Horton Shelton
JUDGE OF PROBATE

RECORDING FEES

Recording Fee \$ 2.50

Index Fee 1.00

TOTAL \$ 3.50



20120726000268460 6/8 \$33.00
Shelby Cnty Judge of Probate, AL
07/26/2012 08:11:33 AM FILED/CERT

BOOK 191 PAGE 683

1019 EXHIBIT D



Norwest Financial
1984 Forestdale Boulevard
Post Office Box 310037
Birmingham, Alabama 35231
205/791-1882

AFFIDAVIT OF AGREEMENT

In consideration of new loan dated October 7, 1988 in the amount of \$16424.10 we understand that we are still liable under old note dated 3/27/86 and is included in new loan. and we release Norwest Financial from any liability.

Doyle M. Payne Sr.
Doyle M. Payne, Sr.

Reevie C. Payne
Reevie Creel Payne

State of Alabama
County of Jefferson

In witness whereof, I have hereunto set my hand and affixed my official seal this 7th day of October 1988.

Shelby Hester Shetter
Notary Public in and for said County
and State.

My Commission Expires 2-18-92

RECORDING FEES
Recording Fee 2.50
Fax Fee 1.00
TOTAL 3.50

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

88 OCT 14 PM 2:51

Thomas W. Shetter, Jr.
JUDGE OF PROBATE

PREFERRED RESEARCH, INC.
P.O. BOX 2652
BIRMINGHAM, AL 35202



20120726000268460 7/8 \$33.00
Shelby Cnty Judge of Probate, AL
07/26/2012 08:11:33 AM FILED/CERT

BOOK 209 PAGE 271

EXHIBIT E

LETTERS TESTAMENTARY

THE STATE OF ALABAMA
COURT OF PROBATE

SHELBY COUNTY
CASE # PR-2011-000141

The photocopy of the will of **Doyle M. Payne**, having been duly admitted to record in said county, **LETTERS TESTAMENTARY** are hereby granted to **Donnie Robert Payne** the Personal Representative named in said photocopy of the Will, who has duly qualified in compliance with the requisite of the law, and is authorized to administer such estate. Subject to the priorities stated in ***Ala. Code, §43-8-76 (1975, as amended)***, the said Personal Representative, acting prudently for the benefit of interested persons, has all the powers, without limitation, authorized in transactions under ***Ala. Code, §43-2-843 (1975, as amended)***, unless expressly modified in the photocopy of the Will and subject to the following restrictions: **The Personal Representative is prohibited from settling litigation without prior order of this Court.**

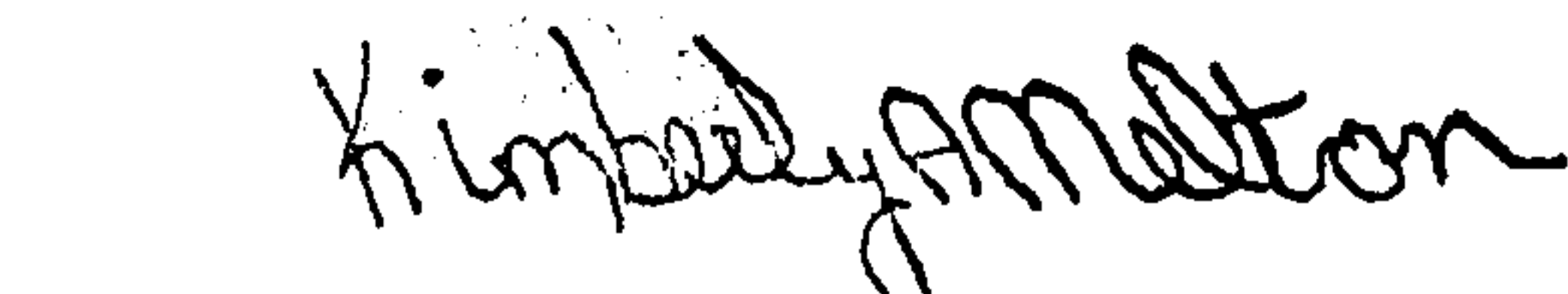
Witness my hand, and dated this 19th day of April, 2011.


JAMES W. FUHRMEISTER
Judge of Probate

THE STATE OF ALABAMA
SHELBY COUNTY

I, KIMBERLY A. MELTON, CHIEF CLERK of the Probate Court of Shelby County, Alabama hereby certify that the foregoing is a true, correct and full copy of the **LETTERS TESTAMENTARY** issued to **Donnie Robert Payne**, as Personal Representative of the photocopy of the Will of **Doyle M. Payne**, deceased, as the same appears of record in said court. I further certify that said Letters are still in full force and effect.

Given under my hand, and seal of office, this 19th day of April, 2011.


CHIEF CLERK

