

This instrument was prepared by:  
Mike T. Atchison, Attorney  
PO Box 822  
Columbiana, AL 35186

STATE OF ALABAMA  
COUNTY OF SHELBY

AFFIDAVIT

Before me the undersigned authority, a Notary Public, in and for said County, in said State, personally


appeared Helen E. Ray, who after being by me duly sworn, deposes and says on oath as follows:

My name is Helen E. Ray, and I am over 21 years of age and I am familiar with the following facts:

In February of 1996, I executed a mortgage to Jesse H. Carter and wife, Willa Dean R. Carter in the amount of \$75,000.00, this mortgage is recorded in Instrument #1996-3909, Probate Office Shelby County Alabama. I also signed a Note for the same amount. I have contacted Jesse H. Carter and Willa Dean Carter and requested a release of the mortgage. I paid this mortgage in full in February 2006. The Carter's have refused to sign a release.

I offer this affidavit as proof of payment of the above described mortgage and note. I am attaching as EXHIBIT A, a copy of the real estate mortgage note, which shows on its face "Mortgage is paid in full, February 2006". This note is signed on its face by Jesse H. Carter and Willa Dean R. Carter. The Carters signature on the face of the note is also notarized by a Tennessee notary with seal from Davidson County, Tennessee. I am also attaching a copy shown as EXHIBIT B of the amortization schedule for the original \$75,000.00 note. The amortization schedule shows last payment paid 1 February, 2006.

Since 2006, I have had no contact from the Carters concerning any outstanding debt by me to them. This debt was paid in full in February 2006.

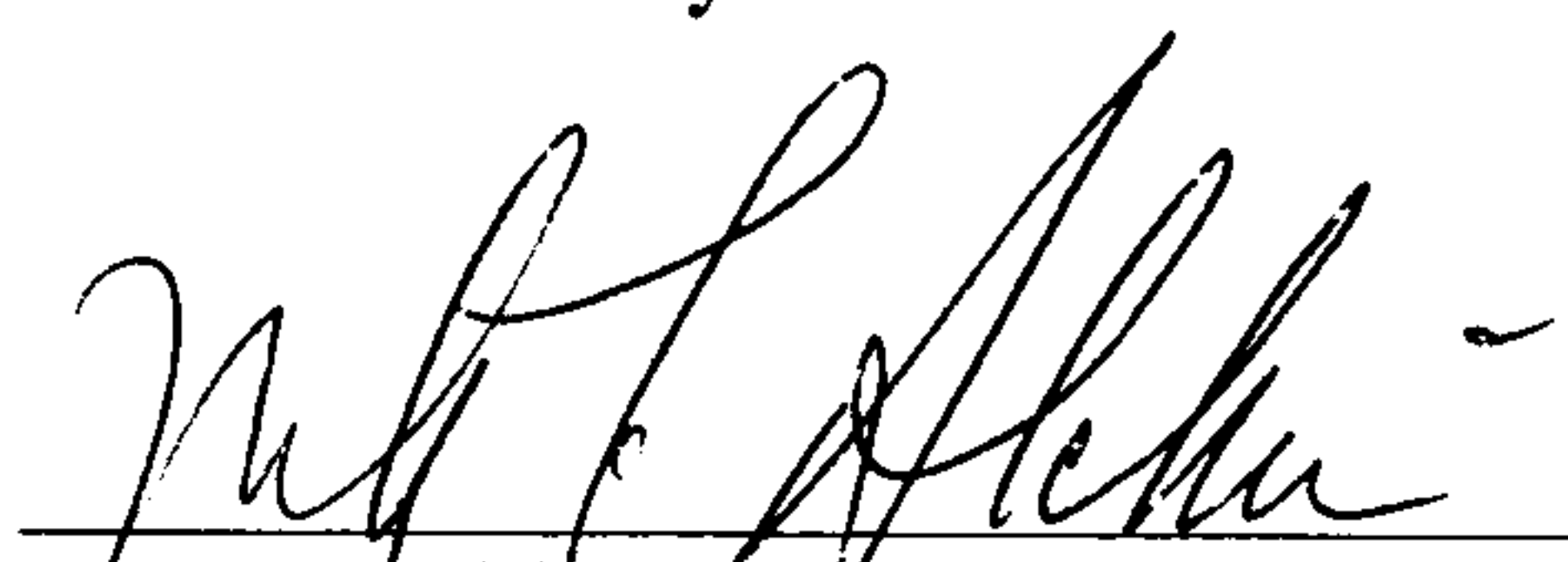
  
Helen E. Ray

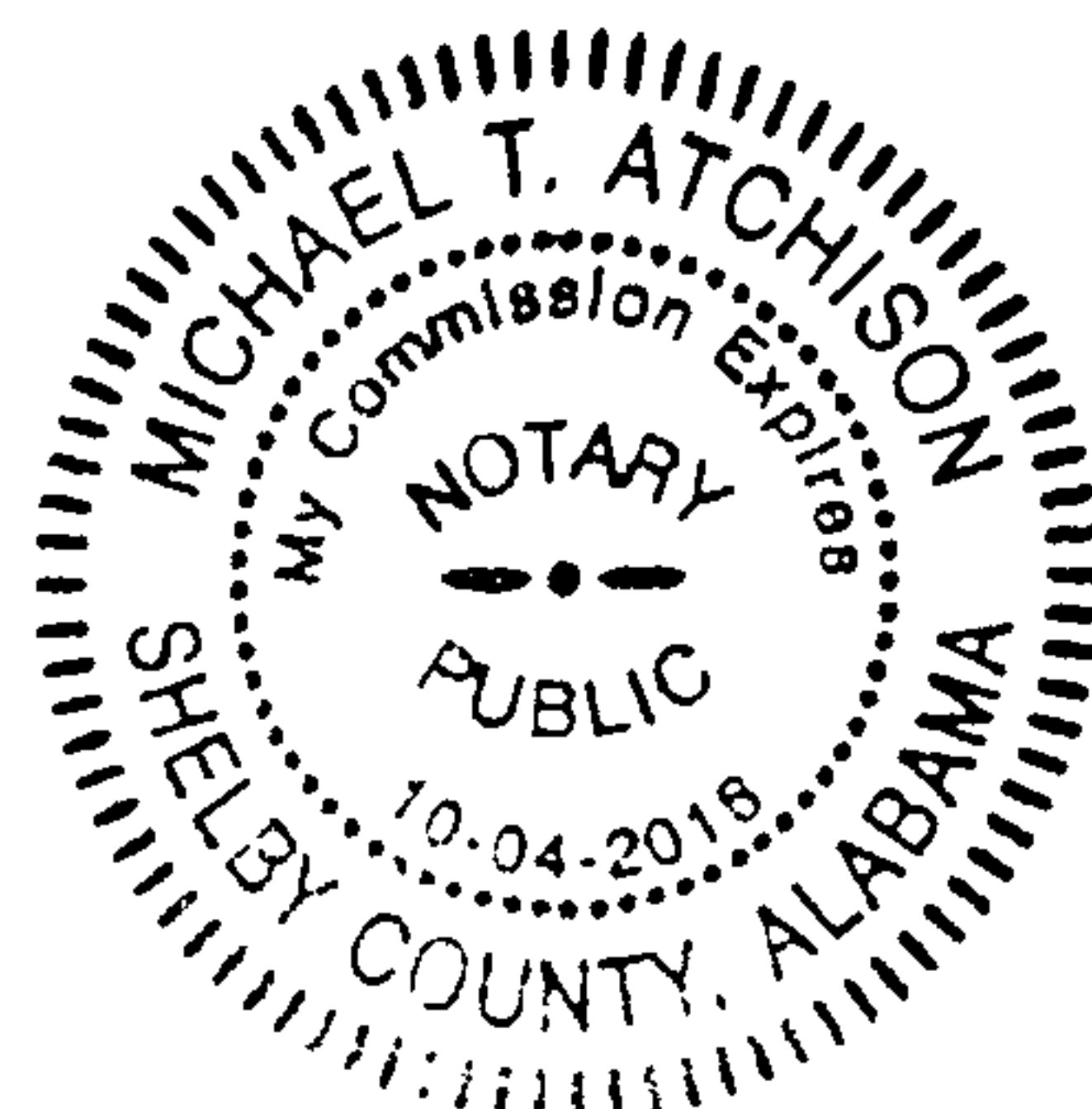
STATE OF ALABAMA)  
COUNTY OF SHELBY)

STATE OF Ala)  
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said County, in said State hereby certify that Helen R. Ray whose name is signed to the foregoing instrument, and who is known to me acknowledged before me on this day, that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12th day of May, 2014.

  
Notary Public  
My Commission Expires: 10/4/2016



Libert N.

**REAL ESTATE MORTGAGE NOTE**

\$ 75,000.00

Columbiana

Birmingham, Alabama,

February 6, 1996

The undersigned, for value received, promise to pay to the order of

Jesse H. Carter and wife, William Dean R. Carter,

the sum of Seventy Five Thousand and no/100-----Dollars,

together with interest upon the unpaid portion thereof from date at the rate of 6 per cent per annum, in monthly annua

installments of Ten Thousand One Hundred Ninety and 10/100-----Dollars,

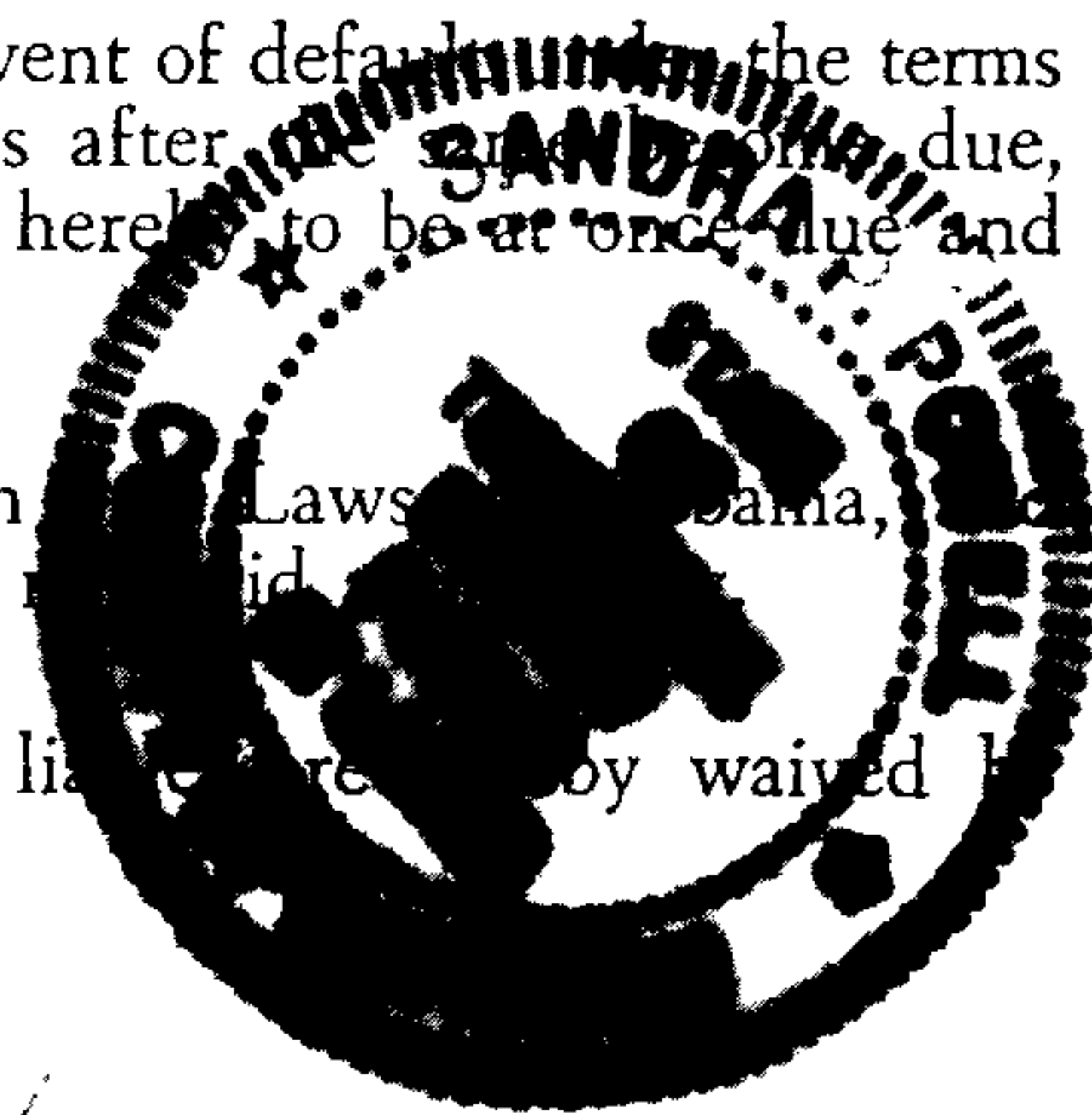
payable on the 1st day of each year after date, commencing February 1, 1997

until said sum is paid in full, payable at 4932 Olivia Dr., Antioch, TN 37013  
 or at such other place or places as the owner or holder hereof may from time to time designate. All payments shall be applied first to interest on the unpaid balance of principal, and the balance to principal. Each of said installments shall bear interest at 8% per annum after maturity.

This note is secured by mortgage on real estate, executed to the payee herein. In the event of default, the terms of said mortgage, or in the event any installment shall remain unpaid for as much as ten days after the same is due, the holder hereof shall have the right and option to declare the entire indebtedness secured hereby to be at once due and payable.

Each maker and endorser hereby waives all right of exemption under the Constitution and Laws of Alabama, agrees to pay the cost of collection, including a reasonable attorney's fee, if this obligation is not paid.

Demand, protest and notice of protest, and all requirements necessary to hold them liable are hereby waived by each and every maker and endorser of this note.



Mtg is paid in full - 2/6/06  
 Jesse H Carter  
 William Dean R Carter

Sandra P. Powell

This note is given, executed and delivered under the seal of the undersigned.

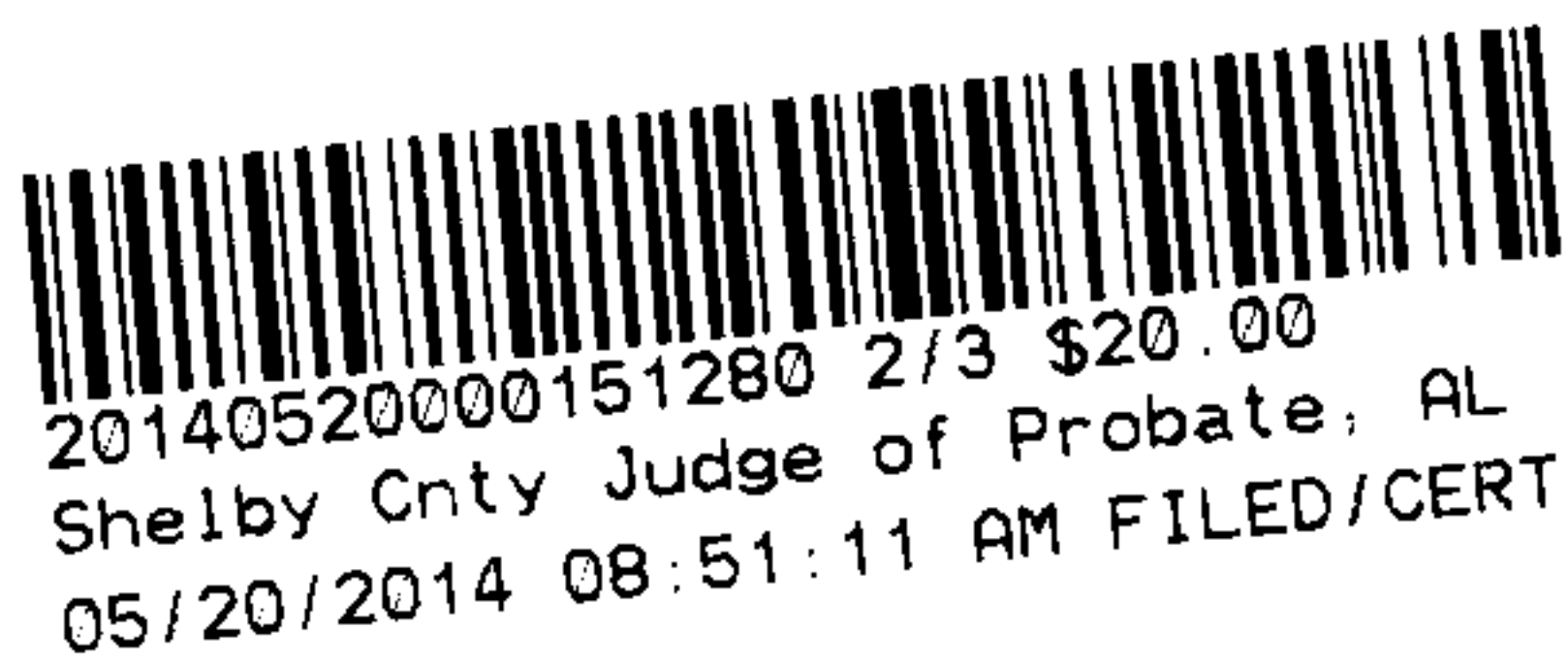
MY COMMISSION  
 EXPIRES MARCH 31, 2007

Helen E. Ray (L. S.)  
 Helen E. Ray

\_\_\_\_ (L. S.)

\_\_\_\_ (L. S.)

\_\_\_\_ (L. S.)





Sub B

AMORTIZATION

Mike T. Atchison, Attorney at Law

02-05-1996

BORROWER HELEN E. RAYWILLIE DEAN CA LENDER

Principal Amount of Loan \$75,000.00

Finance Charges \$26,900.93

Principal+Finance Charges \$101,900.93

Annual Interest Rate in Percent 6.0000

APR in Percent is 6.00

Duration of Loan in Years 10

Total No of Payments 10

Number of Payments / Year 1

Amount of Regular Payment \$10,190.10

Amount of Final Payment \$10,190.03

First Payment Date 2/ 1/ 1997

PAYMENT NO.	MO./YR.	\$ INTEREST	\$ PRINCIPAL	\$ BALANCE
1	2 1997	4,500.00	5,690.10	69,309.90
Total For 1997		4,500.00	5,690.10	
2	2 1998	4,158.59	6,031.51	63,278.39
Total For 1998		4,158.59	6,031.51	
3	2 1999	3,796.70	6,393.40	56,884.99
Total For 1999		3,796.70	6,393.40	
4	2 2000	3,413.10	6,777.00	50,107.99
Total For 2000		3,413.10	6,777.00	
5	2 2001	3,006.48	7,183.62	42,924.37
Total For 2001		3,006.48	7,183.62	
6	2 2002	2,575.46	7,614.64	35,309.73
Total For 2002		2,575.46	7,614.64	
7	2 2003	2,118.58	8,071.52	27,238.21
Total For 2003		2,118.58	8,071.52	
8	2 2004	1,634.29	8,555.81	18,682.40
Total For 2004		1,634.29	8,555.81	
9	2 2005	1,120.94	9,069.16	9,613.24
Total For 2005		1,120.94	9,069.16	
10	2 2006	576.79	9,613.24	0.00
Total For 2006		576.79	9,613.24	

Final Payment =

\$10,190.03

Paid in full 2/1/06

CK# 2012

101,900.93

20140520000151280 3/3 \$20.00  
Shelby Cnty Judge of Probate, AL  
05/20/2014 08:51:11 AM FILED/CERT