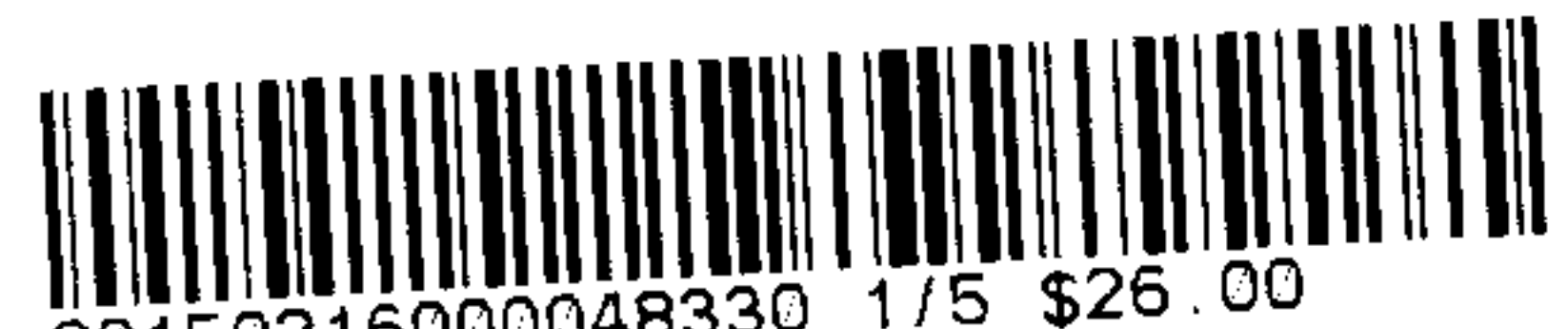


THIS INSTRUMENT WAS PREPARED BY:  
MIKE T. ATCHISON,  
ATTORNEY AT LAW  
P. O. BOX 822  
COLUMBIANA, AL 35051

  
20150216000048330 1/5 \$26.00  
Shelby Cnty Judge of Probate, AL  
02/16/2015 08:18:38 AM FILED/CERT

STATE OF ALABAMA     )  
SHELBY COUNTY         )

### AFFIDAVIT

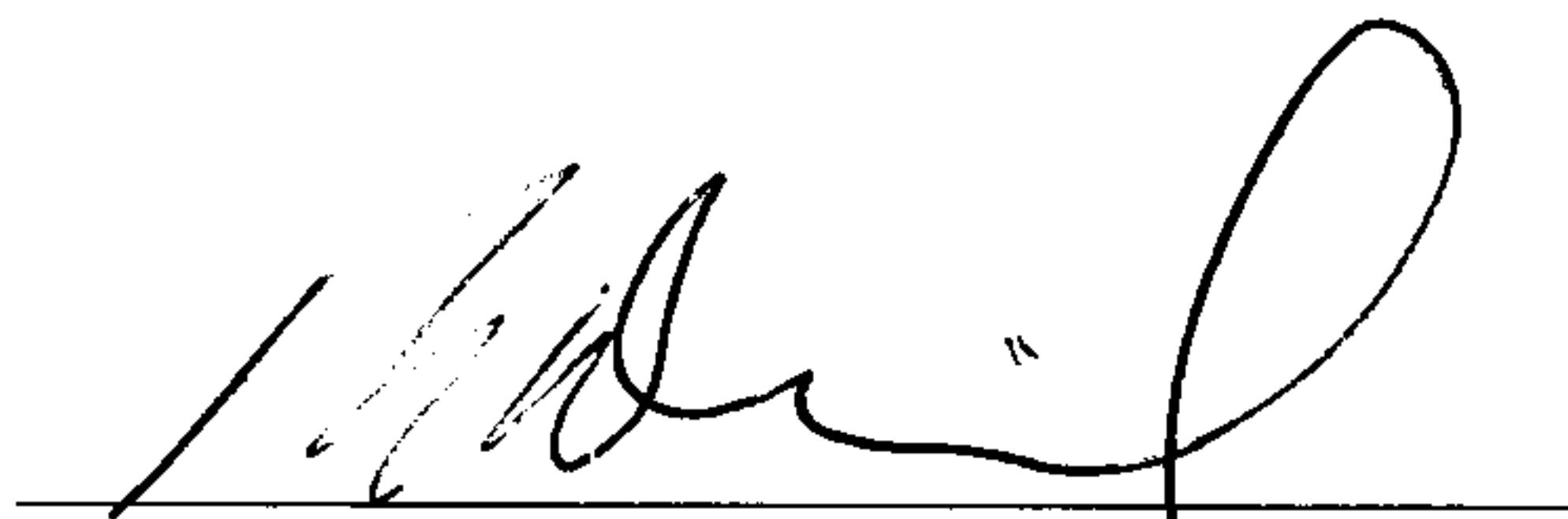
Before me, the undersigned authority, a Notary Public, in and for said County, in said State, personally appeared H.L. Dearmin, Jr., who after being by me first duly sworn, deposes, and says on oath as follows:

I am the owner of Lot 36, according to the Survey of Dearing Downs, Third Addition as recorded in Map Book 8, Page 15, Probate Office, Shelby County, Alabama.

On June 6, 1988, I made an equity line mortgage to Sears Consumer Financial Corporation; this mortgage is recorded in Real Book 188, Page 432, Probate Office, Shelby County, Alabama. On February 9, 1990 there is an assignment from Sears Consumer Financial to Security Pacific National Bank of this loan. On November 7, 1995 there is a release of the above described mortgage, filed by Novus Credit Services FKA Sears Consumer Financial Corporation, Instrument # 1996-01637, which releases the above described mortgage. There is no documentation from Security Pacific to Novus Credit.

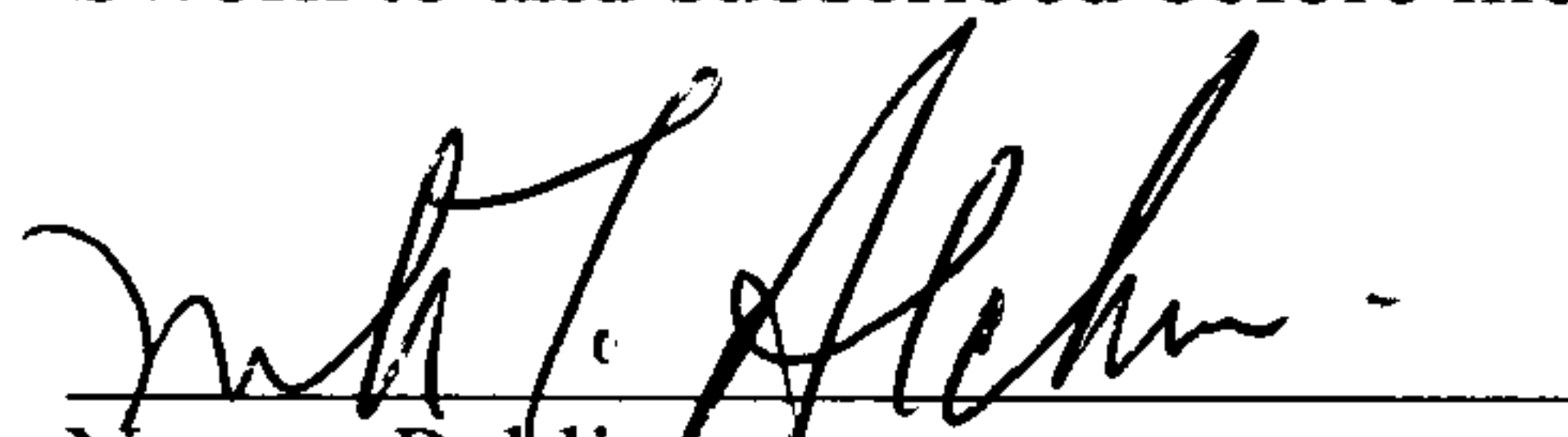
I received in the mail the above described mortgage marked paid in 1996. I am attaching a copy of the paid mortgage as Exhibit "A". I issue this affidavit to establish that the above described mortgage was in paid in 1996, I have had no contact from any of the above described legal instructions since 1996.

Further the affiant saith not.

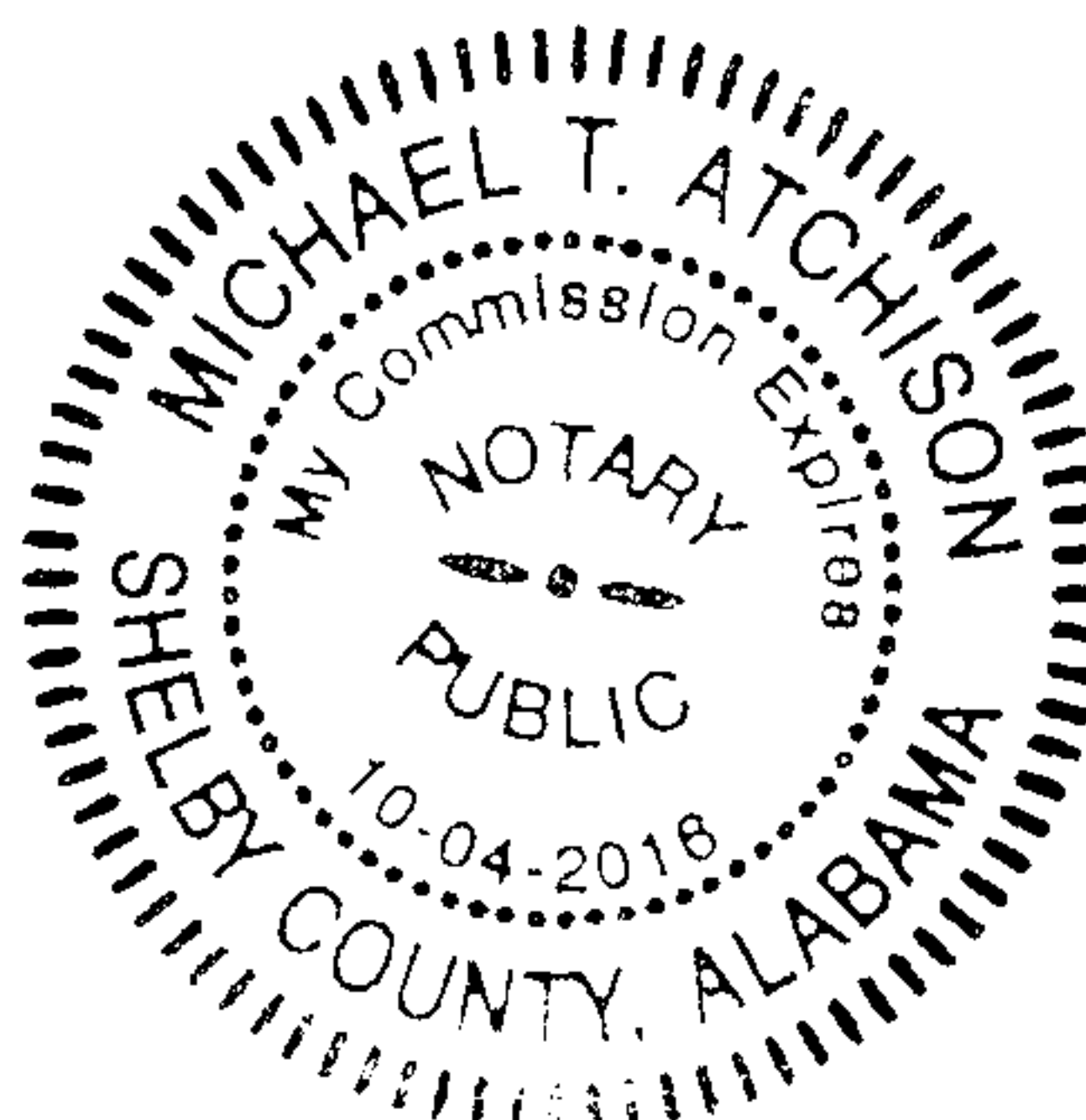
  
Affiant: H.L. Dearmin Jr.

STATE OF ALABAMA  
SHELBY COUNTY

Sworn to and subscribed before me, this the 13th day of February, 2015.

  
Notary Public

My Commission Expires: 9/25/2012



616 Exhibit A

20150216000048330 2/5 \$26.00  
Shelby Cnty Judge of Probate, AL  
02/16/2015 08:18:38 AM FILED/CERT

This instrument was prepared by **Keith Altobelli**  
(Name) (Address) **5500 Interstate Pkwy. Suite 101**  
**Atlanta, GA 30328**

## Mortgage

STATE OF ALABAMA

Shelby

COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,  
**H. L. Dearmin, Jr.** Husband and Wife  
**Joselyn Fisher Dearmin**

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

**Sears Consumer Financial Corporation**

(hereinafter called "Mortgagee", whether one or more), in the sum  
of **Sixteen Thousand Four Hundred Six and 50/100** Dollars  
(\$ **16406.50** ), evidenced by **A PROMISSORY NOTE OF EVEN DATE 02 June , 1988**

\* Together with interest thereon

**PAID**

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, **H. L. Dearmin, Jr.**  
**Joselyn Fisher Dearmin**

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 36, according to Survey of Dearing Downs, Third Addition as recorded in Map Book 8, Page 15, in the Office of the Judge of Probate of Shelby County, Alabama, situated in Shelby County, Alabama.**

Property also known as: **1140 Dearing Down Dr. , Helena, AL 35080**

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

MFU355

CCBZAA

*Record Date*

BOOK 188 PAGE 432





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Shelby Cnty Judge of Probate, AL  
02/16/2015 08:18:38 AM FILED/CERT

**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 fees; 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

have hereunto set *their* signature *e* and seal, this *6<sup>th</sup>* day of *June*, 19*88*  
*[Signature]* (SEAL)  
*H. L. Dearmin, Jr.* (SEAL)  
*Joselyn Fisher Dearmin* (SEAL)  
*Joselyn Fisher Dearmin* (SEAL)

THE STATE of *Alabama*  
COUNTY *Shelby*  
I, *Julie K. Jones*, a Notary Public in and for said County, in said State,  
hereby certify that *H. L. Dearmin, Jr. & Joselyn Fisher Dearmin*  
whose name *S* 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 *6<sup>th</sup>* day of *June*, 19*88*  
*Julie K. Jones* Notary Public.

NOTARY SIGNATURE

Notary Public, Alabama, State at Large  
My Commission Expires Jan. 26, 1992

MORTGAGE DEED

TO

Recording Fee \$  
Deed Tax \$

PLEASE RETURN

BOOK 188 PAGE 433

Return to:



DUE-ON-TRANSFER RIDER

Notice: This rider adds a provision to the Security Instrument allowing the Lender to require repayment of the Note in full upon transfer of the property.

THIS DUE-ON-TRANSFER RIDER is made this 02 day of June, 1988, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Sears Consumer Financial Corporation (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

1140 Dearing Down Dr. , Shelby , County, Helena, AL 35080  
(Property Address)

AMENDED COVENANT, In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 16 of the Security Instrument is amended to read as follows:

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. 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 delivered or mailed 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenant contained in this Due-On-Transfer Rider.

X [Signature] (Seal)  
H. L. Dearmin, Jr. - Borrower  
X [Signature] (Seal)  
Joselyn Fisher Dearmin - Borrower  
\_\_\_\_ (Seal)  
\_\_\_\_ - Borrower  
\_\_\_\_ (Seal)  
\_\_\_\_ - Borrower

PLEASE RETURN

STATE OF ALA. SHELBY  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
88 JUN -8 AM 9:44  
[Signature]  
JUDGE OF PROBATE

1. Doc. Tax \$  
2. Mig. Tax 24.75  
3. Recording Fee 7.50  
4. Notary Fee 1.00  
TOTAL 33.25

BOOK 188 PAGE 434



**Note**  
**HOME EQUITY LOAN**

DATE OF THIS NOTE: <b>02 June , 1988</b>	ACCOUNT NO. <b>To Be Assigned</b>
LENDER  <b>Sears Consumer Financial Corporation 5500 Interstate Pkwy. Suite 101 Atlanta, GA 30328</b>	BORROWER  (1) <b>H. L. Dearmin, Jr.</b>  (2) <b>Joselyn Fisher Dearmin</b>  ADDRESS <b>1140 Dearing Down Dr.</b>  CITY <b>Helena, AL 35080</b>

FOR VALUE RECEIVED, the undersigned jointly and severally, promise to pay to the order of Sears Consumer Financial Corporation & Subsidiaries **Sixteen thousand Four hundred Six and 50/100s** dollars (\$ **16406.50** ) together with interest at the rate of **11.50** % per annum, payable in **180** consecutive monthly installments of \$ **192.56** each, the first installment to become due and payable the **23** day of **July** 19 **88** , and subsequent installments to become due and payable on the same day of each succeeding month thereafter until this Note is fully paid.

If this Note is not paid at maturity, the unpaid balance shall bear charges at the agreed upon rate. Finance charges begin to accrue on the date loan proceeds are disbursed.

A default in the payment of the full amount of any installment at the option of the holder hereof and without demand but upon notice, shall render the entire unpaid balance immediately due and payable. Payment in advance may be made hereon in any amount at any time. All parties hereto severally waive demand and presentment for payment, notice of nonpayment, notice of protest and protest of this Note; agree that their liability hereunder shall not be affected by any extension of the time of payment of all or any part of the amount owing hereon.

In the event that the Lender, pursuant to authorization contained in any loan agreement, security agreement, or deed of trust executed in connection with the loan evidenced hereby, shall make any advance for the purpose of protecting any security given as collateral for this Note, including the payment of real or personal property taxes, insurance, maintenance, or other charges, or for any other purpose, then the undersigned agrees to repay such advance together with charges at the rate provided for herein from the date of the advance until the date of repayment.

DEFAULT CHARGES: In the event any monthly installment is in default more than 10 days from the day on which it became due, Lender may collect a default charge for each such unpaid installment. The default charge shall be an amount 5% of the scheduled payment in default or \$.50 on each payment in default whichever is greater but in no event shall the default charge exceed \$100.00.

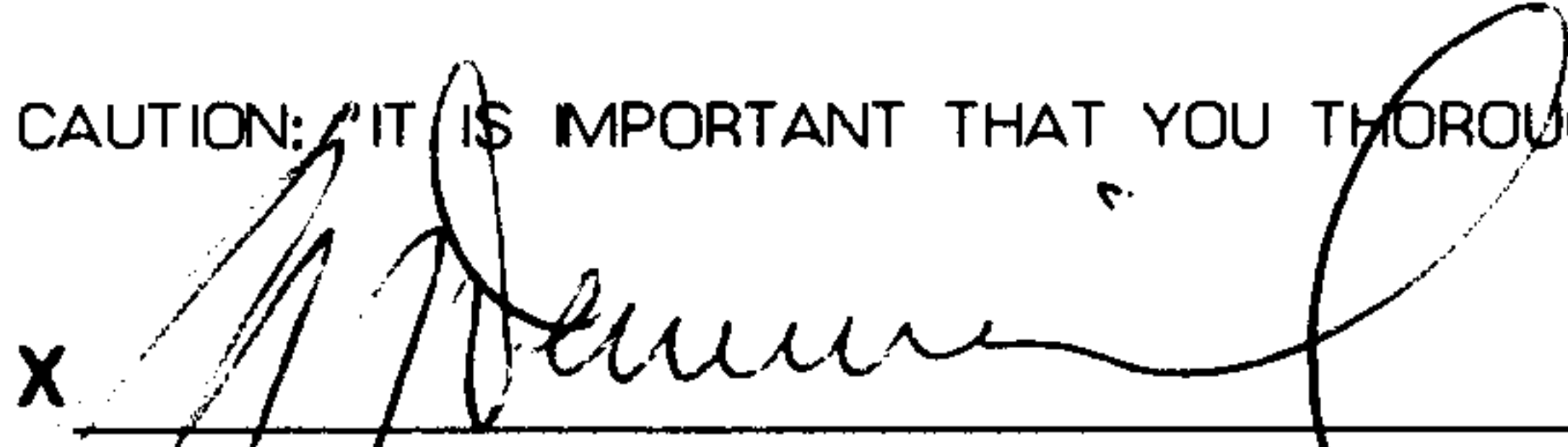
DEFERRAL CHARGE: A CHARGE EQUAL TO THAT PROPORTION OF THE TOTAL FINANCE CHARGE ON THE CONTRACT WHICH THE AMOUNT OF THE DEFERRED MONTHLY PAYMENT BEARS TO THE SUM OF ALL THE ORIGINALLY SCHEDULED PAYMENTS ON THE CONTRACT CAN BE CHARGED IN THE EVENT OF A DEFAULT OF AN ENTIRE SCHEDULED PAYMENT.

PREPAYMENT: Borrower has the right to make payment in advance and in any amount at any time. If the loan contract is prepaid in full by cash, a new loan, refinancing or otherwise before the final installment date the Borrower shall receive a rebate of the portion of the precomputed charge applicable to the full installment periods following the installment date nearest the date of such prepayment. Any such rebate will be calculated in accordance with The Rule of 78's on loans to 84 months. On loans exceeding 84 months, the Daily Actuarial Method will apply. Prepaid finance charges are fully earned and will not be refunded by Lender.

ACCELERATION: If the entire indebtedness becomes immediately due and payable at the option of Lender in accordance with the terms of the Note, Borrower will receive a refund credit of unearned finance charges calculated as stated above for prepayment.

This Note is secured by a Security Agreement and by a Mortgage Deed dated **06/02/88** on real property, Located at **1140 Dearing Down Dr. , Shelby , COUNTY, Helena, AL 35080** .

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT."

x   
**H. L. Dearmin, Jr.** (BORROWER'S Signature)

x   
**Joselyn Fisher Dearmin** (BORROWER'S Signature)



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Shelby Cnty Judge of Probate, AL  
02/16/2015 08:18:38 AM FILED/CERT

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