

STATE OF ALABAMA)
SHELBY COUNTY)


20190204000036360 1/6 \$30.00
Shelby Cnty Judge of Probate, AL
02/04/2019 02:08:58 PM FILED/CERT

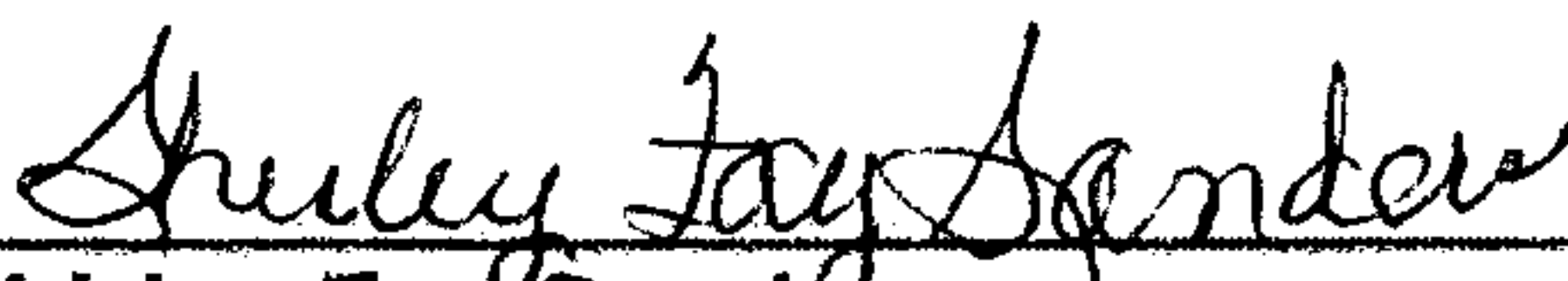
AFFIDAVIT

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Shirley Fay Sanders**, who deposes and says as follows:

My name is **Shirley Fay Sanders** and I reside at: 5353 South Shades Crest Road, Bessemer, AL 35022. On **October 5, 1973**, I entered into a Real Estate Mortgage Note with Paul E. George and wife, Louise J. George, to purchase the above-referenced property. I paid each payment on or before the due date and made the last payment on or before October 1, 1993, as evidenced by the attached Exhibits A, B and C. At the time I paid the final payment on the property, I was unaware that a Satisfaction of Mortgage would need to be filed by Mr. and Mrs. George. At that time they were elderly and lived in Pennsylvania. I have no way of contacting any of their heirs. Recently, I learned about the necessity of a mortgage satisfaction. I never obtained one with regard to the mortgage. However, Mrs. George sent me the original Real Estate Mortgage Note, marked paid with a cover letter, stating that they had received the last payment and appreciated my promptness in payment. **The Mortgage was recorded on note dated 11-1-73 in**
Not recorded, in the Office of the Judge of Probate of SHELBY County, Alabama.

This affidavit is prepared as a substitute for a formal Satisfaction of Mortgage, to clear any discrepancy in title.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 10th day of January, 2019.

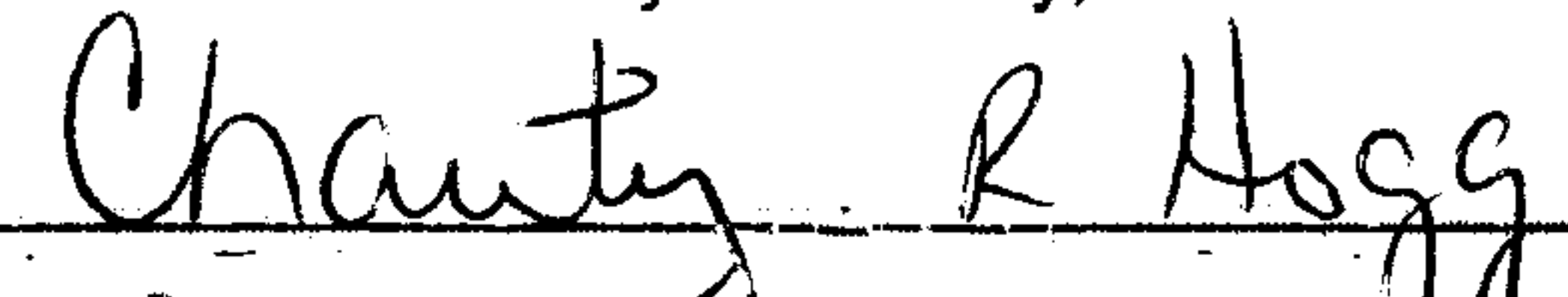


Shirley Fay Sanders

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Shirley Fay Sanders**, whose name 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 the Affidavit, she executed the same voluntarily on the day the same bears date.

Sworn to and subscribed before me on this the 10th day of January, 2019.



exp. 03-31-2020

This instrument prepared by:
Robert S. Dooley
118 18th Street North
Bessemer, Alabama 35020

REAL ESTATE MORTGAGE NOTE

\$ 20,000.00 Birmingham, Alabama,

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

Paul E. George and wife, Louise J. George

the sum of Twenty thousand and No/100 -- -- -- -- -- Dollars,

together with interest upon the unpaid portion thereof from date at the rate of eight (8) per cent per annum, in monthly

installments of One hundred sixty seven and 29/100 -- -- -- -- -- Dollars,

payable on the first day of each month after date, commencing November 1, 1973

until said sum is paid in full, payable at direction of mortgagee Birmingham, Alabama, 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 under the terms of said mortgage, or in the event any installment shall remain unpaid for as much as ten days after the same become 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, and agrees to pay the cost of collection, including a reasonable attorney's fee, if this obligation is not paid at maturity.

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.

The indebtedness evidenced by this note may be paid in full or in part at any time before maturity without prepayment penalty.

*Paid in full
Paul E. George
Louise J. George
October 1, 1993*

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

Shirley Jay Sanders (L. S.)
Shirley Jay Sanders

(L. S.)

(L. S.)

(L. S.)

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This instrument was prepared by

(Name)..... Donald L. Newsom
Corretti, Newsom, Rogers & May
(Address)..... 529 Frank Nelson Building
Birmingham, Alabama, 35203
Form 1-1-22 Rev. 1-66
MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA }
COUNTY SHELBY } KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Shirley Fay Sanders, an unmarried woman

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

Paul E. George and wife, Louise J. George

(hereinafter called "Mortgagee", whether one or more), in the sum
of Twenty thousand and no/100 - - - - - Dollars
(\$ 20,000.00), evidenced by one promissory note of even date herewith, payable in accordance
with 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, Shirley Fay Sanders, an unmarried woman

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:

A part of the NW¼ of the NW¼ of Section 33, Township 20 South, Range 4 West, described
as follows: Begin at the SW corner of said ¼-¼ Section and run Easterly along South
boundary line a distance of 614.93 feet; thence turn an angle of 90 deg. 48' to left
and run Northerly a distance of 1014.98 feet to the South line of Shades Crest Road;
thence turn an angle of 115 deg. 59' to the left and run in a Southwesterly direction
along the South line of Shades Crest road a distance of 688.34 feet to the West line
of the NW¼ of NW¼ of said Section 33, Township 20 South, Range 4 West; thence in a
Southerly direction along the West line of said ¼-¼ Section a distance of 699.96 feet
to the point of beginning, containing 12.15 acres.

Subject to ad valorem taxes for tax year 1974;
Subject to transmission line permit to Alabama Power Company dated July 8, 1965, and
recorded in Deed Book 238 page 78 in Probate Office of Shelby County, Alabama.

This is a Purchase Money Mortgage, given for the purpose of securing the balance due
on the purchase price of the above described property.

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

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.

Shirley Fay Sanders, an unmarried woman

have hereunto set her signature and seal, this 5th day of October, 1973

7th day of October, 1973
Shirley Fay Sanders (SEAL)
Shirley Fay Sanders (SEAL)
(SEAL)
(SEAL)

JEFFERSON COUNTY

I, _____ the undersigned _____, a Notary Public in and for said County, in said State,
hereby certify that Shirley Fay Sanders, an unmarried woman _____

whose name 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 the conveyance she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 5th day of X / 1973

Notary Public.

COUNTY

My Commission Expires February 5, 1974

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



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TO

MORTGAGE DEED

Paid in Full
Paul E. Perry
+ _____
October 1, 1993

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE — ABSTRACTS

Birmingham, Alabama

Return to:

SALES CLOSING STATEMENT

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DATE: October 5, 1973
AGENT: Florida Tower Realty, Inc.
SELLER: Paul E. George and wife, Louise J. George
PURCHASER: Shirley Fay Sanders
PROPERTY: Part NW $\frac{1}{4}$ -NW $\frac{1}{4}$, Sec 33, Twp 20 S., R 4 W, Shelby County, Alabama

SALES PRICE:		\$ 25,000.00
Less credits allowed purchaser:		
Earnest money paid	1,000.00	
Execution of Purchase Money Mortgage	<u>20,000.00</u>	
Total credits allowed purchaser:		<u>21,000.00</u>
Balance due by purchaser to seller on closing:		\$ <u>4,000.00</u>

SETTLEMENT OF AGENT AND SELLER:

Agents commission	\$ 2,500.00
Less earnest money held	<u>1,000.00</u>
Balance commission due Agent:	\$ <u>1,500.00</u>

SELLERS EXPENSE:

Title insurance - Shelby County Abstract Company	123.00	
1973 taxes - Tax Collector, Shelby County, Alabama	7.50(25 acre tract)	
Balance commission - Florida Tower Realty, Inc.	<u>1,500.00</u>	
Total expense of seller:		<u>1,630.50</u>
NET to seller on closing:		\$ <u>2,369.50</u>

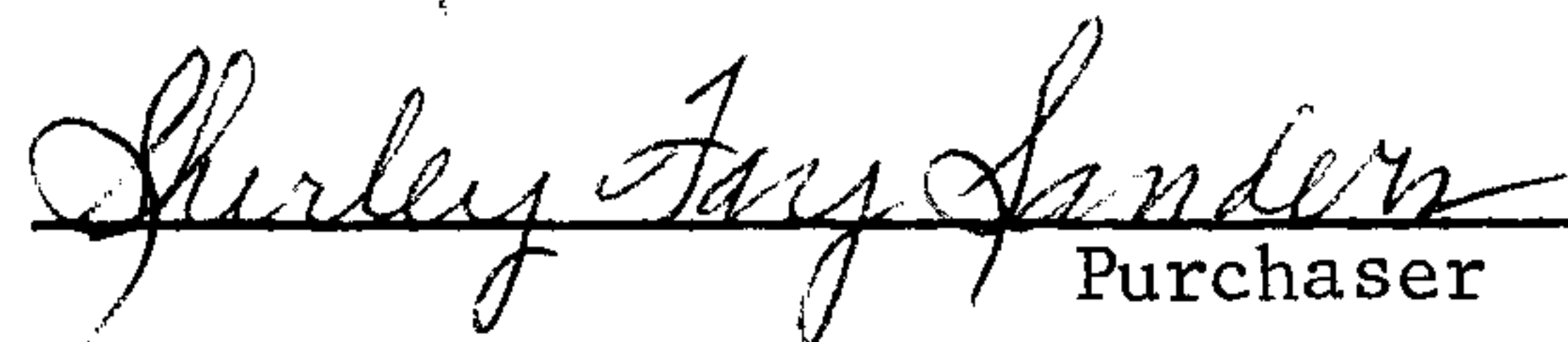
PURCHASERS EXPENSE:

Recording fee - Judge of Probate, Shelby County, Ala.	42.65
1/2 attorney fee - Corretti, Newsom, Rogers & May	<u>37.50</u>
Total expense of purchaser:	\$ <u>80.15</u>

APPROVED:



Agent for Seller
Sellers



Purchaser

214 Nancy Lane
Franklin, PA 16323
October 14, 1993

Dear Shirley--

We have received the final payment on your mortgage, and we thank you once again for having had such a fine record in making the payments. If you ever need a recommendation, you can be sure that you would be given the finest from us.

We are enclosing the mortgage marked paid. So now you can have the big party to celebrate at last. Twenty years seems a long time, but it has passed very quickly for us.

Don't forget us if you write another book as we would be interested in knowing about it.

October is a beautiful time in northwestern Pennsylvania as it is autumn leaf coloration season. They have been unusually pretty this year. Could be because we did not have a gypsy moth invasion, thank the Lord.

We shall miss hearing from you, and we wish for you the best life has to offer. Thank you again!

Most sincerely

Encl.

Paul & Louise George



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