### Prepared by and after recording return to:

Metro City Bank

Attn: Mortgage Loan Admin 5114 Buford Highway NE

Atlanta, GA 30340

Telephone: (770) 455-4989

Loan No. 950004800

Parcel No. 08-9-31-1-004-031.000

# Shelby Cnty Judge of Probate, AL

12/14/2020 08:43:58 AM FILED/CERT

## Cancellation and Release of Mortgage

---The indebtedness referred to in that certain Mortgage from THANH GIANG THI NGUYEN to METRO CITY BANK dated JULY 20, 2018 and recorded AUGUST 15, 2018 in ID: 20180815000292650 of the Records in the Office of the Judge of Probate of SHELBY County, Alabama, having been paid in full and the undersigned being the present owner of such secured interest by virtue of being the original grantee or the heir, devisee, executer, administrator, successor, transferee or assignee, or the servicing agent to whom indebtedness was paid on behalf of or by grantor, the Judge of such Probate Court is authorized and directed to cancel that deed of record.

Property Address:

635 GRAYSON PLACE

CHELSEA, ALABAMA 35043

In witness whereof, the undersigned has set hand and seal.

Metro City Bank

On: November 18, 2020

Name: Farid Tan

Title: Chief Executive Officer

Unofficial Witness:

Name: Ruby Lee

STATE OF GEORGIA COUNTY OF FULTON

On November 18, 2020 before me, a notary public in and for Fulton County in the State of Georgia, personally appeared Farid Tan (name), Chief Executive Officer (title), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Notary Rublic

My commission expires:

Loan No: 950004800 Data ID: 742

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

- (M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably mortgages, grants and conveys to Lender, with power of sale, the following described property located in the County of SHELBY:

LOT 7-200, ACCORDING TO THE SURVEY OF CHELSEA PARK, 7TH SECTOR, SECOND ADDITION, GRAYSON PLACE NEIGHBORHOOD, AS RECORDED IN MAP BOOK 45, PAGE 97, IN TH EPROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

TOGETHER WITH THE NONEXCLUSIVE EASEMENT TO USE THE COMMON AREAS AS MORE PARTICULARLY DESCRIBED IN THE DECLARATION OF EASEMENTS AND MASTER PROTECTIVE COVENANTS OF CHELSEA PARK, A RESIDENTIAL SUBDIVISION, FILED FOR RECORD AS INSTRUMENT NO. 20041014000566950, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, AND THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHELSEA PARK 7TH SECTOR, FILED RECORDED AS INSTRUMENT NO. 20061229000634370, AND SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHELSEA PARK 7TH SECTOR, AS RECORDED IN INSTRUMENT NO. 20151230000442850 (WHICH, TOGETHER WITH ALL AMENDEDMENTS THERETO, ARE HEREINAFTER COLLECTIVELY REFERRED TO AS THE "DECLARATION").

#### THIS IS A PURCHASE MONEY MORTGAGE

ALABAMA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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20201214000571040 2/2 \$25.00 Shelby Cnty Judge of Day

Shelby Cnty Judge of Probate, AL 12/14/2020 08:43:58 AM FILED/CERT

