

Shelby County Inst # 20030206000072600
20030114000027190

State of ALABAMA
County of JEFFERSON

200311 / 2839

RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS that the undersigned, Countrywide Home Loans, Inc. (fka Countrywide Funding Corporation) DBA America's Wholesale Lender Mortgagee, in that certain mortgage executed by

JOEY L GARNER, JEANETTE C GARNER

as Mortgagors, to the undersigned, which mortgage is dated 07/25/2002 and filed for record 08/16/2002 in Mortgage Book 200211, Page 3107, Document N/A, Probate Records of JEFFERSON County, Alabama, does hereby release, remise, quitclaim and convey unto said Mortgagor all its right, title, interest, claim and demand in and to the following described real estate situated in the County of JEFFERSON, State of Alabama, to-wit:

Legal Description Attached.

The Mortgage described herein has been paid and satisfied in full.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on this the 22 day of May, 2003.

Countrywide Home Loans, Inc. (fka Countrywide Funding Corporation) DBA America's Wholesale Lender

By:

Carlos Barahona

Its: Assistant Secretary

Attest:

By:

Maria Elena Apolinario

Its: Assistant Secretary



20220804000305290 1/4 \$33.00
Shelby Cnty Judge of Probate, AL
08/04/2022 02:57:38 PM FILED/CERT

STATE OF CALIFORNIA
COUNTY OF VENTURA

On 05/22/2003, before me, Shane Conley, Notary Public, personally appeared Carlos Barahona and Maria Elena Apolinario, both personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entities upon behalf of which the persons acted, executed the instrument.

Shane Conley
Notary Public

My commission expires 10/03/2006



I, Shane Conley, Judge of the Probate Court, Jefferson County, Alabama, hereby certify that the foregoing is a true, correct and full copy of the instrument herewith set out as appears of record in said Court.

Witness my hand and seal of said Court this

day of

Judge of Probate

Mail Recorded Satisfaction To:
JOEY L GARNER, JEANETTE C GARNER
5173 SOUTH SHADES CREST ROAD
BESSEMER, AL 35022

Document Prepared By:
Carlos Barahona
CTC Real Estate Services
1800 Tapo Canyon Road
MSN SV2-88
Simi Valley, CA 93063
(800) 669-4807

DOCID#000203898222005N

LEGAL DESCRIPTION EXHIBIT A



20220804000305290 2/4 \$33.00
Shelby Cnty Judge of Probate, AL
08/04/2022 02:57:38 PM FILED/CERT

Commence at the NE corner of the NE 1/4 of SE 1/4 of Section 28, Township 20 South, Range 4 West, Shelby County, Alabama, thence run West along the North 1/4 - 1/4 line a distance of 1331.0 feet, thence run South 57 degrees 00 minutes West a distance of 340.0 feet to the Southeastly right-of-way of Shades Creek Road, being marked by an iron pin. Thence run South 24 degrees 08 minutes West a distance of 140.0 feet to an iron pin and the point of beginning, thence continue last course a distance of 60.0 feet, thence run South 23 degrees 52 minutes West along said right of way a distance of 200.0 feet, thence run South 49 degrees 58 minutes East a distance of 1069 feet to an iron pin; thence run North 28 degrees 51 minutes 08 seconds East a distance of 981.8 feet to an iron pin, thence run North 84 degrees 52 minutes West a distance of 1069.6 feet to the point of beginning. Less and except any part of subject property lying within a public right of way.

State of Alabama - Jefferson County

I certify this instrument filed on:

2003 JUL 23 A.M. 07:56

Recorded and \$

Mtg. Tax

and \$

3.00

Deed Tax and Fee Amt.

3.00

Total \$

\$ MICHAEL F. BOLIN, Judge of Probate



200311/2839

20030206000072600 Pg 1/7 47.00
Shelby Cnty Judge of Probate, AL
02/06/2003 08:56:00 FILED/CERTIFIED

CORRECTIVE MORTGAGE

REFILED IN SHELBY COUNTY, ALABAMA

2 0 0 2 1 1 / 3 1 0 7



20220804000305290 3/4 \$33.00
Shelby Cnty Judge of Probate, AL
08/04/2022 02:57:38 PM FILED/CERT

WHEN RECORDED MAIL TO:

MSN SV-79 / DOCUMENT CONTROL DEPT.
P.O. BOX 10266
VAN NUYS, CALIFORNIA 91410-0266

SPACE ABOVE FOR RECORDERS USE

DOC ID #: 00002038982251080

ESCROW/CLOSING #: 020387764

PARCEL ID #: 12828000000700
Prepared by: R. COLEMAN

MORTGAGE

(Home Equity Line of Credit)

THIS MORTGAGE, dated July 25, 2002, is between
JOEY L. GARNER, AND JEANETTE C. GARNER, HUSBAND AND WIFE

residing at

5173 SOUTH SHADES CREST, BIRMINGHAM, AL 35080

the person or persons signing as "Borrower" or "Mortgagor", whether one or more, below and hereinafter referred to as "we", or
"us" and AMERICA'S WHOLESALE LENDER
NEW YORK CORPORATION

with an address at

4500 Park Granada, Calabasas, CA 91302

and hereinafter referred to as "you" or the "Mortgagee."

WHEREAS, Borrower has entered into a Home Equity Credit Line Agreement and Disclosure Statement ("Agreement" or "Note") of even date herewith, the terms and provisions of which are included herein by reference as though fully set out herein verbatim; that the Note is an open-end credit agreement under which Borrower may borrow, repay, and re-borrow from Mortgagee from time to time so long as the aggregate unpaid principal balance of such loans outstanding from time to time does not exceed the sum of \$ 11,990.00; that the rate of interest ("Finance charge") payable on such loan made under the Note is a variable daily percentage rate and annual percentage rate which may change at any time as defined in the Note; that the Note is an open-end credit agreement which will continue in effect until terminated by either the Borrower or Mortgagee, so that there is no fixed maturity date of loans made under the Note; and that the Note will continue in effect until terminated even though from time to time there may be no loans outstanding to the Borrower under the Note.

Now, THEREFORE, in consideration of the Note and in order to secure the payment of all loans now or hereafter made to or at the bequest of Borrower named above, or if more than one Borrower is named, all loans hereafter made to or at the request of any one or more of the Borrowers, the payment of all interest and costs, late charges and all other charges related to the Note, all of which sums are repayable according to the Note; and also to secure the performance of all of the promises and agreements made by us and each Borrower and Co-signer in the Note, all of our promises and agreements in this Mortgage, any extensions, renewals, amendments, supplements and other modifications of the Note, and any amounts advanced by you under the terms, of the section of this Mortgage entitled "Our Authority To You", all of which loans under the Note may be made, repaid and re-made from time to time in accordance with the terms of the Note and subject to the Credit Limit set forth in the Note, and in consideration of the foregoing the undersigned Borrower (whether one or more) does/do hereby mortgage, assign, grant, bargain, sell and convey unto Mortgagee the real property set forth and further described as:
SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF.

(the "Premises" or "Property"), which has the address of
5173 SOUTH SHADES CREST

BIRMINGHAM
Municipality

SHELBY

Street
County

AL
State

35080
ZIP

Initials: J.C. G.

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
1800 Tapo Canyon
Simi Valley, CA 93063-6712

2 0 0 2 1 1 / 3 1 0 5

20030114000027190 Pg 1/13 191.00
Shelby Cnty Judge of Probate, AL
01/14/2003 12:21:00 FILED/CERTIFIED

20220804000305290 4/4 \$33.00
Shelby Cnty Judge of Probate, AL
08/04/2022 02:57:38 PM FILED/CERT

CORRECTIVE MORTGAGE REFILED IN THE PROPER COUNTY-SHELBY.

[Space Above This Line For Recording Data]

020387764

[Escrow/Closing #]

00002038776451080

[Doc ID #]

MORTGAGE

MIN1000157-0001128945-7

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated JULY 25, 2002, together with all Riders to this document.

(B) "Borrower" is
JOEY L. GARNER, AND JEANETTE C. GARNER, HUSBAND AND WIFE

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is

AMERICA'S WHOLESALE LENDER

Lender is a CORPORATION

organized and existing under the laws of NEW YORK

Lender's address is

4500 Park Granada, Calabasas, CA 91302

(E) "Note" means the promissory note signed by Borrower and dated JULY 25, 2002. The Note states that Borrower owes Lender

NINETY FIVE THOUSAND NINE HUNDRED TWENTY and 00/100

Dollars (U.S. \$ 95,920.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than AUGUST 01, 2017

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

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

Page 1 of 11

Initials:

CHL (08/00) (0005)
CONVIVA

CHL (08/00)

VMP MORTGAGE FORMS - (800)821-7291

Form 3001 1/01



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