

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

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 Andrew B. Moore and Diane M. Moore who after being by me first duly sworn, deposes, and says on oath as follows:

My name is Andrew B. Moore and Diane M. Moore and I am over the age of 21 years, and a resident citizen of Shelby County.

Shelby County Abstract & Title Co. Inc informs me there appears to be a mortgage from Andrew B. Moore and wife, Diane M. Moore to Sara E. Egglar dated December 6, 1994, recorded in Instrument #1994-36464, Probate Office, Shelby County, Alabama. I have not been contacted by any financial institution requesting payment on said mortgage.

I do not have any outstanding obligations that I am aware of nor have I received any notice of any suit or judgments having been filed against them.

This affidavit is given for the purpose of inducing Shelby County Abstract & Title Co. Inc and Old Republic National Title Company to insure the property described as follows:

SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION

against any such judgments and liens, which may affect the title to the aforesaid property.

Andrew B. Moore
Andrew B. Moore

Diane M. Moore
Diane M. Moore

STATE OF ALABAMA
COUNTY OF SHELBY

Sworn to and subscribed before me by Andrew B. Moore and Diane M. Moore on this 19 day of April, 2023.

Michael T. Atchison
Notary Public
My Commission Expires:

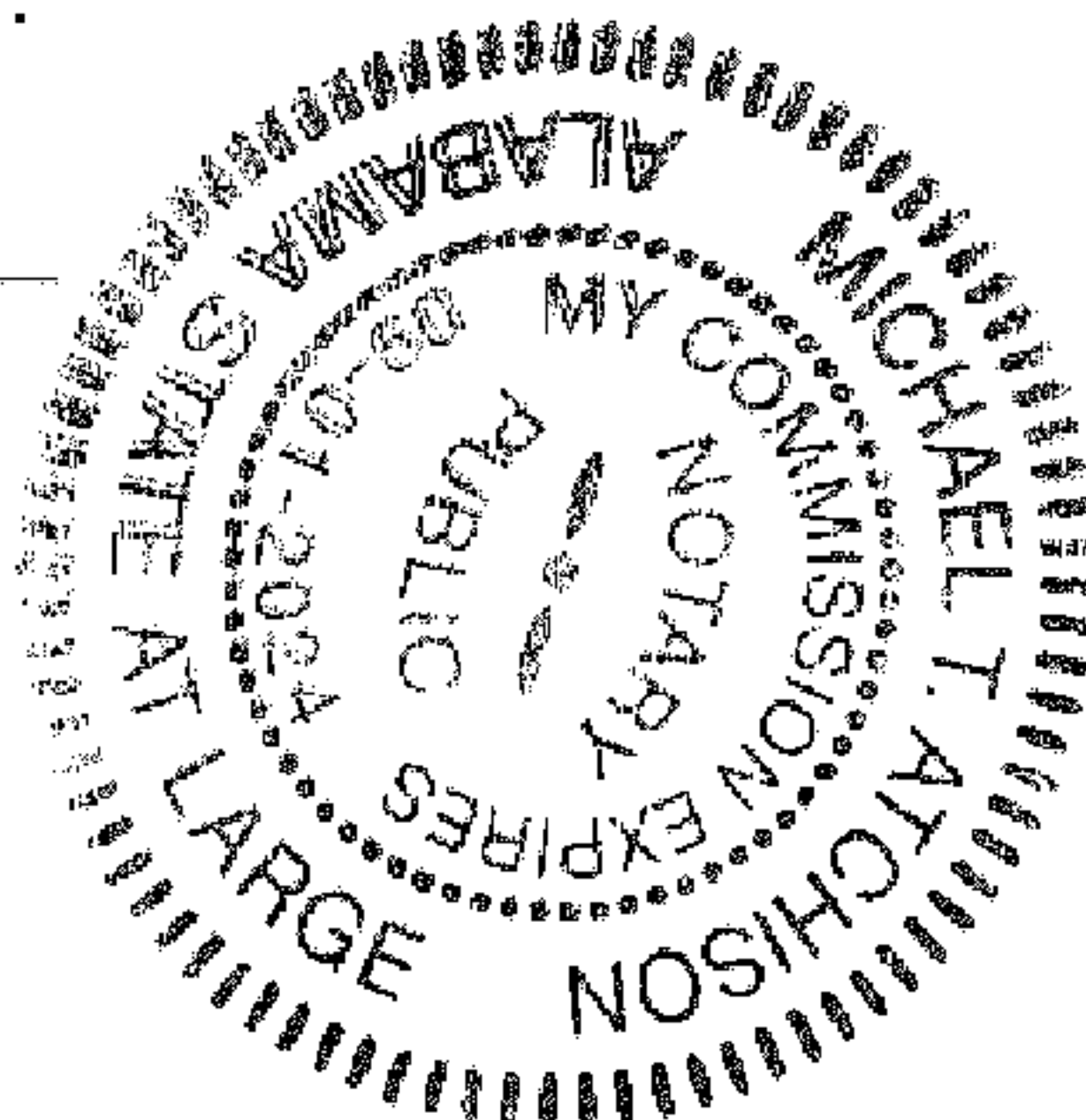


EXHIBIT A – LEGAL DESCRIPTION

A parcel of land in the SE 1/4 of the NE 1/4 of Section 5, Township 20 South, Range 1 East, Shelby County, Alabama, described as follows:

Commence at the SW corner of the SE 1/4 of the NE 1/4 of Section 5, Township 20 South, Range 1 East; thence run Easterly along the South line thereof for 369.39 feet; thence 107 deg. 51 min. 18 sec. left run Northwesterly for 203.45 feet; thence 15 deg. 16min. 24 sec. left run Northwesterly for 209.07 feet to the Point of Beginning, said point being a 1/2 inch rebar on the Northeasterly right-of-way of Shelby County Highway No. 51; thence 5 deg. 27 min. 05 sec. right to cord of a curve to the right (having a central angle of 5 deg. 27 min. 37 sec. and a radius of 2201.73 feet and an arc distance of 209.82 feet) run along said cord for 209.74 feet to Egglar Road; thence 102 deg. 59 min., 01 sec. right from cord of said curve run Easterly along said Egglar Road for 243.14 feet; thence 85 deg. 33 min. 03 sec. right run Southeasterly for 173.26 feet to an iron; thence 85 deg. 51 min. 32 sec. right run Southwesterly for 211.83 feet to the point of beginning; being situated in Shelby County, Alabama.

Less and Except any portion lying within Egglar Road.

REAL ESTATE MORTGAGE NOTE

\$ 15,000.00

December 6, 1994
Birmingham, Alabama

The undersigned, for value received, promises to pay to the order of SARA E. EGGLER, the sum of Fifteen Thousand and No/100 (\$15,000.00) Dollars together with interest upon the unpaid portion thereof from date hereof at the rate of Nine (9%) percent per annum, in monthly installments of Two Hundred and No/100 (\$200.00) Dollars each payable on the sixth (6th) day of each month commencing January 6, 1995 and continuing on the 6th day of each month thereafter until January 6, 1997, on which date said monthly installments shall increase to Two Hundred Fifty and No/100 (\$250.00) Dollars each, payable on the sixth (6th) day of each month, and continuing on the 6th day of each month thereafter until said sum is paid in full, payable at:

7377 Highway 55, Wilsonville, Alabama 35186

or 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 principal balance and the balance to principal.

This note is secured by a purchase money mortgage on real estate executed simultaneously herewith to the payee herein. In the event of default under the terms of said mortgage, or in the event any installment herein shall remain unpaid for as much as ten (10) days after the same becomes due, the holder hereof shall have the right and option to declare the entire indebtedness secured hereby to be at once due and payable.

In the event any installment remains unpaid for more than ten (10) days after the same is due, the undersigned shall pay a late charge in a sum equal to ten percent (10%) of the monthly installment.

Any or all of the outstanding principal balance plus interest accrued thereon may be prepaid at anytime without penalty.

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 in the event of a default of the terms of this note by the maker or endorser.

Page Two
Real Estate Mortgage Note
Moore to Egger

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

Andrew B. Moore
Andrew B. Moore
Diane M. Moore
Diane M. Moore



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
04/20/2023 10:04:44 AM
\$32.00 BRITTANI
20230420000113800

Allie S. Bayl