

STATE OF ALABAMA

JEFFERSON COUNTY

6245  
ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the undersigned CITY NATIONAL BANK OF BIRMINGHAM, a national banking association, does hereby grant, convey, assign, set over, transfer and deliver unto CITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a federally chartered savings and loan association, its successors and assigns, all of the undersigned's right, title, interest and claim in and to a certain mortgage executed by Robert D. Cardwell and wife, Annette G. Cardwell and Henry G. Cardwell and wife, Ann E. Cardwell, to said City National Bank of Birmingham in the principal sum of One-Hundred Seventy-five Thousand Dollars (\$175,000.00) dated the 31st day of May, 1971, and filed for record on the 2nd day of June, 1971 in Mortgage Book 317, page 592, in the Office of the Judge of Probate of Shelby County, Alabama, together with a debt secured thereby, the note described therein, and the lands therein conveyed.

For said consideration the undersigned does further grant, bargain, sell, convey, assign, set over, transfer and deliver unto said City Federal Savings and Loan Association all of the undersigned's right, title, interest and claim in and to a certain note executed by Cardwell Furniture Co., Inc. to Henry G. Cardwell dated December 31, 1969, in the original amount of \$197,500.00, together with the shares of capital stock which secured said last-described note; and for said consideration the undersigned does further transfer, assign, set over and deliver unto said City Federal Savings and Loan Association those certain life insurance policies in the amount of \$25,000.00 each on the lives of Robert D. Cardwell and Henry G. Cardwell, respectively.



This assignment is made without recourse on the undersigned, except that the undersigned warrants and represents unto said City Federal Savings and Loan Association, its successors and assigns, that the unpaid principal balance due by said Robert D. Cardwell and Henry G. Cardwell on the note which is secured by said mortgage, and further and additionally secured by the assignment of said note executed by Cardwell Furniture Co., Inc. to Henry G. Cardwell in the original amount of \$197,500.00 together with the shares of capital stock securing said last-described note, and the assignment of the undersigned's right, title, interest and claim in and to said life insurance policies, is in the sum of \$175,000.00 as of the close of business on the 1st day of December, 1971, with interest thereon at the rate of ten percent (10%) per annum, which is due and owing from the 1st day of December, 1971.

Said City National Bank of Birmingham does further warrant and represent unto said City Federal Savings and Loan Association, its successors and assigns, that the entire sum of \$175,000.00 has been advanced to and received by said Robert D. Cardwell and Henry G. Cardwell, as provided in said note, and that interest is due on said \$175,000.00 from the 1st day of December, 1971, at the rate of ten percent (10%) per annum.

The first installment of principal and interest in the amount of Sixteen-Hundred Forty-two Dollars (\$1642.00) due on the indebtedness evidenced by said note and secured by said mortgage and further and additionally secured by the assignment of said note dated December 31, 1969 executed by Cardwell Furniture Co., Inc. to Henry G. Cardwell together with the shares of capital stock which secured said last-described note, and the assignment of said life insurance policies, shall be due and payable on the first day of January, 1972, and a like sum of



\$1642.00 on the first day of each succeeding month thereafter, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of January, 1994.

City National Bank of Birmingham does further warrant and represent unto City Federal Savings and Loan Association that it knows of no defense, setoff or offset which said Robert D. Cardwell and Henry G. Cardwell, their heirs, personal representatives and assigns, have to the payment of the indebtedness evidenced by said note and secured by said mortgage and said assignment of the Cardwell Furniture Co., Inc. note and the assignment of said life insurance policies.

For said consideration the undersigned does hereby grant, bargain, sell, convey, assign, set over, transfer and deliver unto said City Federal Savings and Loan Association, its successors and assigns, all of its right, title, interest and claim in and to the personal property described in that certain Uniform Commercial Code Financing Statement, Form UCC-1 Ala., executed by Robert D. Cardwell and Henry G. Cardwell as Debtors, and City National Bank of Birmingham, as Secured Party, and filed for record in the Office of the Judge of Probate of Shelby County, Alabama and the Office of the Secretary of State of Alabama.

TO HAVE AND TO HOLD unto said City Federal Savings and Loan Association, its successors and assigns, forever.

The undersigned City National Bank of Birmingham does further warrant and represent unto said City Federal Savings and Loan Association, its successors and assigns, that it has no knowledge of any insolvency proceedings instituted with respect to the said mortgagors, Robert D. Cardwell and Henry G. Cardwell.

IN WITNESS WHEREOF, the said City National Bank of Birmingham has caused this Assignment to be executed by its duly

authorized officers, and its corporate seal to be hereunto  
affixed on this 1st day of December, 1971.

ATTEST:

CITY NATIONAL BANK OF BIRMINGHAM

By: R. L. Haim  
Its: Assistant Vice Pres

By: Sue Dickinson (SEAL)  
Its: Asst. Vice Pres.

Signed, sealed, acknowledged  
and delivered in the presence  
of witnesses at request of  
Assignor:

Lynne L. McFall  
Barrie Swigg

STATE OF ALABAMA  
NOTARY PUBLIC  
I HEREBY CERTIFY THIS  
INSTRUMENT WAS FILED  
1971 DEC -3 PM 2:50  
U.C. FILE NUMBER 88  
REC. BK. & PAGE AS SHOWN ABOVE  
Donal M. Stephens  
Notary Public

THE STATE OF ALABAMA  
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for  
said County in said State, hereby certify that SUE DICKINSON  
, whose name as Assistant Vice Pres of  
City National Bank of Birmingham, a national banking association,  
is signed to the foregoing Assignment of Mortgage, and who is  
known to me, acknowledged before me on this day that, being  
informed of the contents of said conveyance, she, as such officer  
and with full authority, executed the same voluntarily for and  
as the act of said association.

Given under my hand and official seal this the 1st day of  
December, 1971.

Sue M. Stephens  
Notary Public  
Donal M. Stephens  
Dec 23 1974



19711203000051580 4/4 \$.00  
Shelby Cnty Judge of Probate, AL  
12/03/1971 12:00:00 AM FILED/CERT

BOOK 271 PAGE 356