

933

STATE OF ALABAMA

SHELBY COUNTY

Before me, the undersigned authority, personally appeared Robert E. Jeffers, who, being by me first duly sworn, deposes and says as follows:

My name is Robert E. Jeffers and my residence address is Route 3, Box 1475, Pell City, Alabama 35125.

I am a party to a document which is dated October 17, 1987 with Joseph Calvin Smith, Jr., and wife, Barbara Jean Smith, said document being labeled "Assignment of Note and Mortgage", a copy of said document being attached hereto as Exhibit "A" and by reference hereto is made a part hereof.

The purpose of this Affidavit is to inform the public that the provisions of said Assignment of Note and Mortgage are still in full force and effect and that the Promissory Note dated October 17, 1987 by said Joseph Calvin Smith, Jr. and wife, Barbara Jean Smith in the principal sum of \$25,000.00 and payable to the undersigned, Robert E. Jeffers, has not been paid.

A copy of said Promissory Note is attached hereto as Exhibit "B" and by reference hereto is made a part hereof.


Robert E. Jeffers

Sworn to and subscribed before me
this the 12th day of April, 1988.


Notary Public

ASSIGNMENT OF NOTE AND MORTGAGE

1. Whereas Joseph Calvin Smith, Jr. and wife, Barbara Jean Smith (Assignors) is indebted to Robert E. Jeffers (Assignee) upon a promissory note dated October 17th, 1987, signed by Assignors, payable to Assignee on the 17th day of each month beginning the 17th day of November, 1987, and each month thereafter until paid in full, in the principal sum of \$25,000.00 with interest at 0% per annum. Payments are to be \$1,000.00 per month.

2. Assignors owns rights to the payment of money presently due or to become due from third parties in the aggregate sum of \$50,000.00. This debt is evidenced by a note and mortgage signed by Barbara A. Burns dated the 20th day of September, 1987.

3. For a valuable consideration, Assignors assign and transfer the note and mortgage and all amounts due to Assignors up to the amount due and payable on the note signed by Assignors to Assignee. Assignee will be entitled to said funds only in the event that the Assignors default on said note.

4. This assignment secures the promissory note described in paragraph 1.

5. Borrower covenants and warrants that:

(a) Borrower is the owner of the note and mortgage described in paragraph 2,

(b) The amount of the note and mortgage is true and accurate.

(c) Assignor will not impair the value of the note and mortgage.

Assignors have no knowledge of any claims, offsets or defenses on said note or mortgage.

6. Upon full payment of the Secured Indebtedness, this assignment shall terminate.

7. Regardless of any provision contained in this instrument or in any note evidencing the Secured Indebtedness, Assignee shall not be entitled to receive or collect any interest.

8. This agreement is binding upon Assignors, its successors and assigns, and shall inure the benefit of Assignee, its successors and assigns.

Executed this 17th day of October, 1987.

WITNESS

JOSEPH CALVIN SMITH, JR.-ASSIGNOR

WITNESS

BARBARA JEAN SMITH-ASSIGNOR

BOOK 179 PAGE 765

Exhibit "B"

PROMISSORY NOTE

\$ 25,000.00

Birmingham, Alabama

OCTOBER 17, 1987

The undersigned, for value received, promise to pay to the order of Robert E. Jeffers the sum of \$25,000.00 Dollars, as follows:

\$1,000.00 per month beginning November 17, 1987 and on the 17th day of each month thereafter until paid in full.

Such payment(s) shall be payable at Route 3 Box 87A, Pell City, Alabama 35125, or at such other place or places as the owner or holder hereof may from time to time designate. All payments shall be applied to the unpaid balance of principal.

Each maker and endorser hereby waives all right of exemption under the Constitution and Laws of Alabama, and agrees to pay the costs 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 the undersigned liable, are hereby waived by each and every maker and endorser of this note.

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

 LS
JOSEPH CALVIN SMITH, JR.

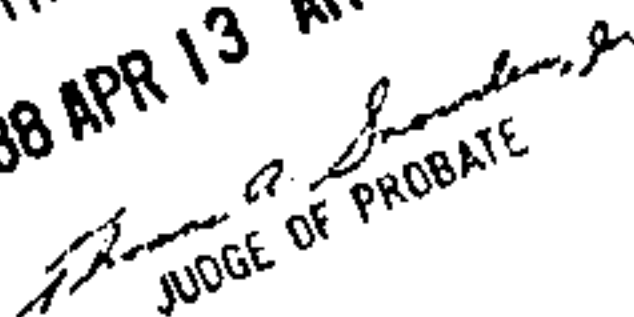
 LS
BARBARA JEAN SMITH

RECORDING FEES

Recording Fee	\$ <u>7.50</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>8.50</u>

STATE OF ALA. SHELLEY
I CERTIFY THIS
INSTRUMENT WAS FILED

88 APR 13 AM 8:29


JUDGE OF PROBATE