

1126

NORTH CAROLINA
WAKE COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
BEFORE THE CLERK
FILE NO. 91-E-945

In the Matter of the Estate of)
Iris Spearman Morton,) ASSIGNMENT OF MORTGAGE
Deceased.)

KNOW ALL MEN BY THESE PRESENTS THAT I, Carson Carmichael, III, in my representative capacity as Executor of the Estate of Iris Spearman Morton and in accordance with Article VI of the Last Will and Testament of Iris Spearman Morton, hereby assign to Paul Robinson, Raymond Robinson, and Ralph Robinson, that certain Mortgage executed by Michael W. Mooney and Robert Loye Buck to Iris Spearman Morton and recorded in the Register of Deeds for Shelby County, Alabama, on December 11, 1990, in Real Estate Book 321, Pages 714-15, which secures payment of a Real Estate Mortgage Note in the amount of \$6,000, according to the terms as set forth in said Note and Mortgage.

A copy of the Mortgage is attached as Exhibit A to this Assignment.

TO HAVE AND TO HOLD the same unto Paul Robinson, Raymond Robinson, and Ralph Robinson, their respective heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the assignor has hereunto set his hand and seal this 12th day of February, 1992.

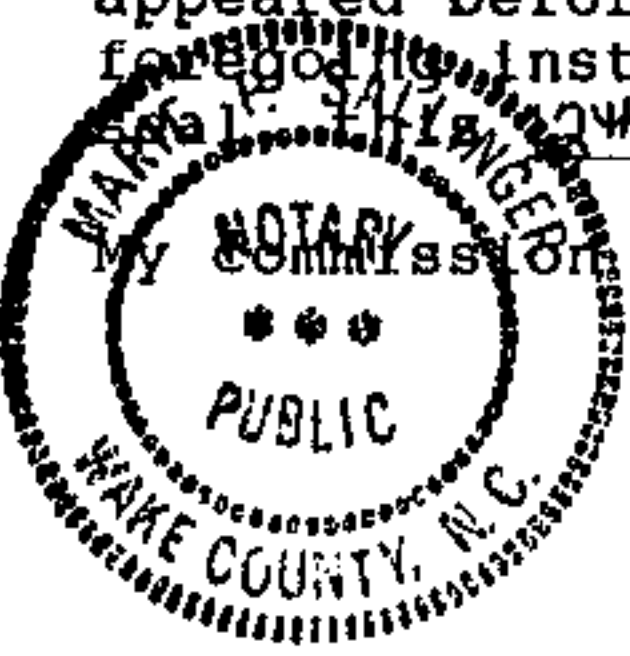
 (SEAL)
Carson Carmichael, III,
Executor of the Estate of
Iris Spearman Morton

STATE OF NORTH CAROLINA
WAKE COUNTY

I, Marie P. Sallinger, a notary public of said county do hereby certify that Carson Carmichael, III, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal this 12th day of February, 1992.

My Commission expires: 8-19-95


Notary Public



This instrument was prepared by

(Name) Mike T. Atchison, Attorney

Post Office Box 822

(Address) Columbiana, Alabama 35051

Form 1-1-22 Rev. 1-68

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Michael W. Mooney, a married man, and Robert Loye Buck, a married man

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

Iris S. Morton

(hereinafter called "Mortgagee", whether one or more), in the sum

of Six Thousand and no/100 Dollars
(\$ 6,000.00), evidenced by a real estate mortgage note of even date.

BOOK 321 PAGE 714

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

Michael W. Mooney, a married man, and Robert Loye Buck, a married man

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

PARCEL II:

Also, beginning at the Northwest corner of Lot No. 6 of Hill's Subdivision as shown by map of said subdivision recorded in Map Book 3, Page 142, in the Probate Office of Shelby County, Alabama, and run South along the West line of said lot and Lots 5, 4, and 3 of said subdivision, a distance of 423.55 feet; then turn an angle of 89 degrees 02 minutes right and run West 358.36 feet; then turn an angle of 90 degrees right and run North 20 feet; then turn 90 degrees left and run West 110 feet; then turn 90 degrees left and run South 20 feet; then turn 90 degrees right and run West 180 feet to an iron bar; then turn right and run Northeast parallel with the Southeast right of way line of Alabama Highway No. 25 a distance of 654.62 feet; then turn 90 degrees right and run 130 feet; then turn 90 degrees left and run 279.15 feet to the Southwest right of way line of Spearman Street; then turn an angle of 88 degrees 26 minutes right and run 39.29 feet along said right of way line; then turn an angle of 60 degrees 26 minutes to the right and run South 291.08 feet; then turn 90 degrees left and run 20 feet, more or less, to the point of beginning. Situated in the NE 1/4 of the NW 1/4 and the NW 1/4 of the NW 1/4 of Section 6, Township 21 South, Range 2 East, Shelby County, Alabama.

BOOK 389 PAGE 64

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned

Michael W. Mooney, a married man, and Robert Loye Buck, a married man

have thereunto set OUR signatures and seal, this _____ day of December, 19 90.

Michael W. Mooney (SEAL)
Michael W. Mooney (SEAL)
Robert Loye Buck (SEAL)
Robert Loye Buck (SEAL)

THE STATE of ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Michael W. Mooney and Robert Loye Buck

whose names are signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of December, 19 90.
Notary Public.

THE STATE of _____
COUNTY

I, _____, a Notary Public in and for said County, in said State, hereby certify that

whose name as _____ of _____ a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that, being informed of the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the _____ day of _____, 19 _____

Notary Public

1. Deed Tax _____
2. Mtg. Tax _____
3. Recording Fee \$7.50
4. Indexing Fee \$5.00
5. No Tax Fee _____
6. Certified Fee \$1.00
Total \$16.50

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

90 DEC 1 PM 3:04

MORTGAGE DEED

TO

Return to:

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

92 FEB 14 PM 12:53

JUDGE OF PROBATE

1. Deed Tax _____
2. Mtg. Tax _____
3. Recording Fee _____
4. Indexing Fee _____
5. No Tax Fee _____
6. Certified Fee _____
Total \$78.00

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guaranty Division
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama