

NORTH CAROLINA
WAKE COUNTY

1127

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,)
Deceased.)

ASSIGNMENT OF MORTGAGE

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 712-13, which secures payment of a Real Estate Mortgage Note in the amount of \$10,000, 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

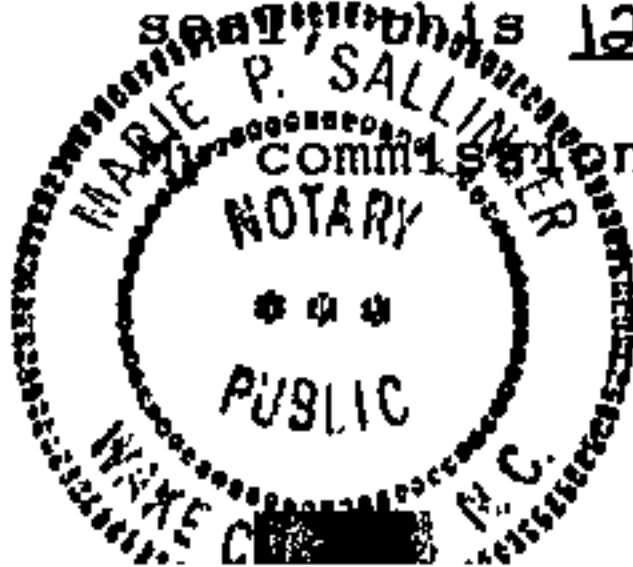
 (SEAL)
Carson Carmichael, III,
Executor of the Estate of
Iris Spearman Morton

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: 2-19-95


Notary Public



This instrument was prepared by

EXHIBIT A

626

(Name).....Mike T. Atchison, Attorney.....

Post Office Box 822

(Address).....Columbiana, Alabama 35051.....

Form 1-1-22 Rev. 1-44

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

of Ten Thousand and no/100-----
(\$ 10,000.00), evidenced by a real estate mortgage note of even date. (hereinafter called "Mortgagee", whether one or more), in the sum of ----- Dollars

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 I:

Commencing at the Northwest corner of the 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 from said point run East 1005 feet, more or less, to the East line of the NE 1/4 of the NW 1/4 of Section 6, Township 21 South, Range 2 East; then turn left and run North along said East line 339.23 feet, more or less, to the Northeast corner of the lot conveyed by Iris Spearman Morton, a widow, and Muriel Spearman Hill, a widow, to Travis H. Cox and Edna Marie Cox in deed recorded in Deed Book 214, Page 660, in the Probate Office Shelby County, Alabama, said point being the point of beginning, then turn an angle of 91 degrees 07 minutes to the left and run West along the North line of said Cox line and extension thereof, parallel with the North line of Spearman Street a distance of 998.35 feet, more or less, to the East right of way line of Spearman Street; then turn right and run Northwesterly and along said right of way line to the Southeast corner of the lot conveyed by Muriel Spearman Hill, a widow and Iris Spearman Morton, a widow, to Karl C. Harrison, in deed recorded in Deed Book 199, Page 509, in the Probate Office of Shelby County, Alabama, said point being a point on the Northeasterly right of way line of Spearman Street, a distance of 175 feet from the intersection of said right of way and the Southeast right of way line of Alabama Highway No. 25; then turn an angle of 90 degrees to the right and run 323.7 feet to the North line of said 1/4-1/4 Section; then turn right and run East along the North line of said 1/4-1/4 Section to the Northeast corner of said 1/4-1/4 section; then turn right and run South along the East line of said 1/4-1/4 Section to the point of beginning. Situated in the NE 1/4 of NW 1/4 of Section 6, Township 21 South, Range 2 East, Shelby County, Alabama.

THIS PROPERTY CONSTITUTES NO PART OF THE HOMESTEAD OF THE MORTGAGORS OR OF THEIR SPOUSES.

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

BOOK 321 PAGE 712

BOOK 389 PAGE 67

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 hereunto set OUR signature S and seal, this day of December, 1900.

Michael W. Mooney (SEAL)

(SEAL)

Robert Loye Buck (SEAL)

(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, 1900. 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. Mig. Tax \$
3. Recording Fee \$7.50
4. Indexing Fee \$2.00
5. No Tax Fee \$
6. Certified Fee \$1.00

Total \$11.50

1. Deed Tax \$
2. Mig. Tax \$7.50
3. Recording Fee \$6.00
4. Indexing Fee \$2.00
5. No Tax Fee \$
6. Certified Fee \$1.00

Total \$16.50

90 DEC 11 PM 3:03

MORTGAGE DEED

92 FEB 14 PM 12:55

JUDGE OF PROBATE

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

Birmingham, Alabama