

**ASSIGNMENT OF MORTGAGE (AL)**

KNOW ALL MEN BY THESE PRESENTS that CRESCENT BANK AND TRUST COMPANY, a Georgia banking corporation, doing business as "Crescent Mortgage", having an office at Suite 285, The South Terraces, 115 Perimeter Center Place, Atlanta, Georgia 30346 (the "Assignor"), in consideration of TEN AND NO/100 DOLLARS (\$10.00) in lawful money of the United States and for other good and valuable consideration to it paid before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and intending to be legally bound hereby, has sold, assigned, transferred and set over, without recourse upon the Assignor, and by these presents does sell, assign, transfer and set over, without recourse upon the Assignor, unto **PREMIER MORTGAGE COMPANY**, a Louisiana corporation, whose principal office is located at 12351 Industrplex Boulevard, Baton Rouge, Louisiana 70826-1169 (the "Assignee") and its successors and assigns, to its and their own proper use and benefit, all of Assignor's right, title and interest in and to that certain MORTGAGE dated **JULY 29, 1993** granted by **DIANE M. BUTTRAM, A SINGLE INDIVIDUAL** and filed for record in the Office of the Judge of Probate of **SHELBY County** on **AUGUST 2, 1993** in Book/Liber \_\_\_\_\_ at Page \_\_\_\_\_ as Document No. **1993-22732** together with note secured thereby and the money due or to grow due thereon, with interest thereon as therein provided. The above described MORTGAGE encumbers the real property legally described as follows:

AS PER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

PROPERTY ADDRESS: 701 BAILEY BROOK CIRCLE, BIRMINGHA, AL 35244

AND the Assignor does hereby give the Assignee and its successors and assigns full power and authority, for its or their own use and benefit but at its or their own cost, to take all legal measures which may be proper or necessary for the complete recovery of the assigned property and, in its name or otherwise, to prosecute and withdraw any suits or proceedings at law or in equity therefor.

IN WITNESS WHEREOF, the Assignor has executed and acknowledged this Assignment by its duly authorized officers as of Dec. 28th, 1994.

ATTEST:

CRESCENT BANK AND TRUST COMPANY, a Georgia banking corporation

By: Patricia J. Anthony  
Its Vice President

By: R. T. C. /  
Its Executive Vice President

STATE OF GEORGIA )  
COUNTY OF FULTON )

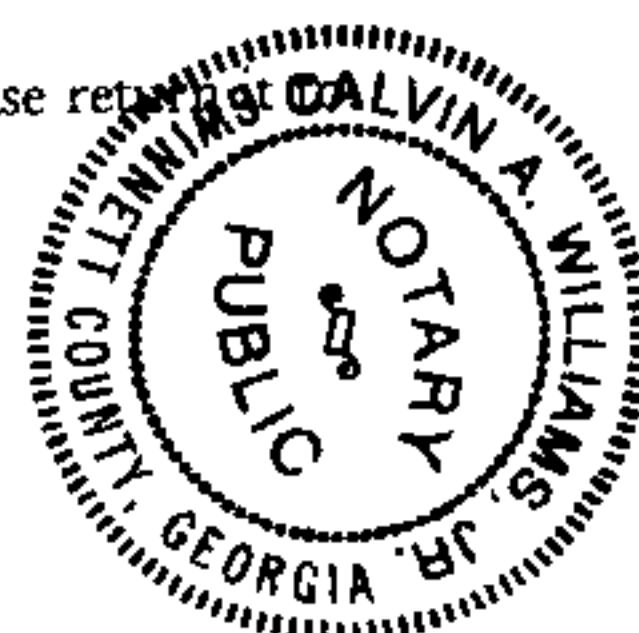
01/27/1995-02345  
01:21 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MEL 11.00

I, CALVIN ALEX WILLIAMS, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that ROBERT C. KENKNIGHT, personally known to me to be the Executive Vice President of CRESCENT BANK AND TRUST COMPANY, a Georgia banking corporation, and PATRICIA J. ANTHONY, personally known to me to be the Vice President of said Corporation, whose names are subscribed to the foregoing Instrument, appeared before me this day in person and severally acknowledged that, as such Executive Vice President and Vice President, they signed and delivered the said Instrument of writing as Executive Vice President and Vice President of said Corporation and caused the corporate seal of said Corporation to be thereunto affixed, as their free and voluntary act and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28th day of Dec, A.D. 1994.

Calvin A. Williams  
Notary Public - Commission Expires 8/16/97

This instrument was prepared by, and after recording, filing or registration, please return to:  
DOVENMUEHLE MORTGAGE, INC.  
1501 Woodfield Road, Suite 400 East  
Schaumburg, Illinois 60173-4982  
Attention: Ms. Nancy Ham  
Phone: (708)619-5535  
C:\DMI\CRESCENT\AL-ASG.MRG 9/25/94



Inst # 1995-02345

Crescent

Inst # 1993-22732

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02:50 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
007 MCB 189.10

# 1995-02345

01/27/1995-02345  
01:21 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MEL 11.00

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 29  
19 93. The grantor is Diane M. Buttram, a single individual  
("Borrower"). This Security Instrument is given to Coats & Co.,  
Inc., which is organized and existing  
under the laws of the State of Alabama, and whose address is 2200 Woodcrest  
Place, Suite 207, Birmingham, Alabama 35209 ("Lender").  
Borrower owes Lender the principal sum of ONE HUNDRED TEN THOUSAND FOUR HUNDRED AND  
NO/100----- Dollars (U.S.\$ 110,400.00). This debt is evidenced by Borrower's note  
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not  
paid earlier, due and payable on August 1, 2023. This Security Instrument secures  
to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications  
of the note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this  
Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and  
the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and  
assigns, with power of sale, the following described property located in Shelby County, Alabama:  
Lot 23, according to the Survey of Riverchase West Dividing Ridge, as recorded  
in Map Book 6 page 108 in the Probate Office of Shelby County, Alabama; being  
situated in Shelby County, Alabama. Mineral and mining rights excepted.

The proceeds of this loan have been applied on the purchase price of the  
herein described property.

which has the address of 701 Bailey Brook Circle, Birmingham,  
[Street] [City]  
Alabama 35244 ("Property Address");  
[Zip Code]

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with  
all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter  
a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing  
is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage,  
grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants  
and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.