

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 APRIL 29, 1994 granted by WILLIAM TOUCHTON AND WIFE, PATRICIA TOUCHTON and filed for record in the Office of the Judge of Probate of SHELBY County on JUNE 24, 1994 in Book/Liber _____ at Page _____ as Document No. 1994-20061 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: 4935 MEADOWBROOK ROAD, BIRMINGHAM, AL 35242

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: Robert C. KenKnight
Its Executive Vice President

STATE OF GEORGIA)
COUNTY OF FULTON)

01/27/1995-02348
01:38 PM CERTIFIED

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 send it 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



227055-1

9406/430

Inst # 1994-20061

 55B
 10/1
 P P
 (GID)
 06/24/1994-20061
 08:49 AM CERTIFIED
 COUNTY JUDGE OF PROBATE

9404239-1823

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 29 19 94. The grantor is William Touchton and wife, Patricia Touchton ("Borrower"). This Security Instrument is given to The Hutson Company, Inc., which is organized and existing under the laws of the State of Alabama, and whose address is 1 Independence Plaza, Birmingham, AL 35209 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED FIFTY SIX THOUSAND SEVEN HUNDRED FIFTY AND NO/100----- Dollars (U.S.\$ 156,750.00). 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 May 1, 2024. 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 88-A, according to a Resurvey as recorded in Map Book 7, Page 137, in the Probate Office of Shelby County, Alabama, of Lot 88, Meadow Brook, Second Sector, First Phase. Mineral and mining rights excepted.

Subject to existing easements, restrictions, building set-back lines, rights of way, limitations, if any, of record.

THIS IS A PURCHASE MONEY MORTGAGE, the full proceeds of the underlying loan having been applied on the purchase price of the property described herein and conveyed by deed to the mortgagors and recorded simultaneously herewith. This mortgage is being re-recorded in Shelby Co. Probate Office

which has the address of 4935 Meadowbrook Road, Birmingham, Alabama 35242 ("Property Address");
 [Street] [City] [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.

ALABAMA—Single Family —FNMA/FHLMC UNIFORM INSTRUMENT
 Initial(s) PGT WJT
 DCAL511

Page 1 of 6

 FORM 3001 9/90
 LOAN #: 227055-1 Amended 5/91

Given and witnessed under my hand and official notarial seal, this the 29 day of April, 19 94.

Inst # 1994-16792

NOTARY PUBLIC

Inst # 1995-02348

My Commission Expires

05/24/1994-16792
 01:24 PM CERTIFIED
 CBT/TRANS&ASSGN/REV. 6/93 Page 1 of 1
 SHELBY COUNTY JUDGE OF PROBATE
 001 MCD 8.50

01/27/1995-02348
 01:38 PM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
 002 MEL 11.00

