

STATE OF ALABAMA

COUNTY OF Shelby

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS that JEAN B ARTHUR, hereinafter called "Assignor", for and in consideration of the sum of SIXTEEN THOUSAND TWENTY-SEVEN & ⁸⁴/₁₀₀ DOLLARS (\$ 16,027.84) cash and other good and valuable consideration in hand paid to Assignor by First Family Financial Services, Inc., a ALABAMA corporation, hereinafter called "Assignee", does hereby TRANSFER, ASSIGN, SET OVER, GRANT, SELL and CONVEY unto Assignee that certain mortgage made to Assignor as mortgagee by JACK E. DYER covering property described in said Mortgage having been recorded in Real Property Book 1995, at page 14403 of the Probate Court records of SHELBY County, Alabama on 10/3/93.

Inst # 1995-19067

Together with, all and singular, the indebtedness evidenced by the promissory note of even date (the "Note") (including, without limitation, all principal and interest due or to become due thereon), the Mortgage, all other security of the Assignor for the payment of the said indebtedness, and all of the powers, privileges, remedies and rights of the Assignor expressly or impliedly contained in the Mortgage, the Note, and other instruments (if any) securing the payment of said indebtedness.

TO HAVE AND TO HOLD the same unto Assignee and its successors and assigns, forever.

Assignor hereby warrants and represents that the remaining unpaid principal balance of the indebtedness evidenced by the Note, as of the date hereof, is the sum of not less than \$ 18,408.59 plus accrued interest, if any, in the amount of \$ 0.00 and late charges, if any, in the amount of \$ 0.00, being a total balance owing of not less than \$ 18,408.59.

Assignor further warrants to Assignee that as of the time of this assignment the terms of the Note and Mortgage have not been waived, altered, amended or modified in any respect, that the Mortgage has not been satisfied or subordinated, in whole or in part, that the mortgaged property has not been released from the lien of the Mortgage or impaired, in whole or in part, that the Mortgage, as transferred hereby, is a valid, subsisting and enforceable First/~~Second~~ lien on the mortgaged property, that the Note and Mortgage are genuine and have in all respects what each of the same propose to be, that all parties to the Note and Mortgage have the authority and capacity to execute and deliver the same, that the Note and Mortgage have not been assigned or pledged, except by this document, that there are no defenses or offsets to the indebtedness represented by the Note and secured by the Mortgage, and that Assignor has complied with all laws pertinent to the Mortgage and Note.

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Assignor agrees that any payment which may be made on the Note evidencing said debt after the execution and delivery of this assignment shall be promptly delivered to Assignee as owner of the Note and Mortgage.

This assignment is made ~~with~~ (without) recourse as to the Assignor.

IN WITNESS WHEREOF, the Assignor has caused its name to be affixed by its officers duly authorized this 17TH day of JULY 1995.

Jean B. Arthur
ASSIGNOR JEAN B ARTHUR

ATTEST:

Lani Russell

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