

# 302

## MORTGAGE TRANSFER

STATE OF ALABAMA

SHELBY COUNTY

For value received, and for the sole purpose of further securing the loan of a certain sum of money loaned by the transferee herein to the undersigned transferor as evidenced by a collateral promissory note made by the undersigned transferree herein on the 22nd day of October, 1947, wherein and whereby the real estate mortgage and note hereinafter described is pledged as collateral security to said loan, the undersigned Collateral Investment Company, a corporation does hereby bargain, sell, transfer, set over, and deliver unto THE SECURITY SAVINGS BANK OF BIRMINGHAM, ALABAMA, the mortgage executed by Braxton W. Thomas and wife Doris Thomas, to Collateral Investment Company on the 1st day of October, 1947, and recorded in Volume 201, at page 456 Records of Mortgages in the office of the Judge of Probate of Shelby County, Alabama, together with the balance of the indebtedness, the payment of which is secured thereby, and also the promissory note evidencing said indebtedness. All without recourse.

Further, for said consideration the undersigned Collateral Investment Company does hereby remove, release, quit claim and convey unto THE SECURITY SAVINGS BANK OF BIRMINGHAM, ALABAMA, all of its right, title, interest and claim in and to the real estate set out and described in said mortgage, said real estate being situated in Shelby County, Alabama, to-wit:

Lots 3 and 4 in Block 85 as shown by Dunstan's Map of the Town of Calera, Alabama.

Subject to transmission lines permit granted in deed executed by A. B. Baxley and wife, Jerwel Baxley to Ala. Power Co. on April 3, 1944, recorded Vol. 118 page 265 in Records of Deeds in Office of Judge of Probate of Shelby County, Alabama. Subject to transmission lines permit granted in deed by A. B. Baxley and wife, Jewel Baxley to Ala. Power Co. May 15, 1947, recorded Vol. 129 page 521, Record of Deeds in the office of Probate Judge Shelby Co., Alabama.

TO HAVE AND TO HOLD unto the said THE SECURITY SAVINGS BANK OF BIRMINGHAM, ALABAMA, its successors and assigns forever.

It is further understood and agreed by and between the parties hereto that upon the payment of the loan to which the aforesaid real estate mortgage and note is pledged as collateral security, the undersigned transferee, its successors and assigns, will redeliver, reassign and reconvey without recourse and without warranty or representation of any kind, to said Collateral Investment Company, the aforesaid real estate therein described.

In the event of default in payment of said indebtedness owing from assignor to Assignee, or in event of default with respect to any agreement made by assignor in connection with said loan the said note, mortgage, and indebtedness hereby assigned shall be subject to foreclosure in the manner provided in said collateral note given by assignor to assignee.

IN WITNESS WHEREOF, The said Collateral Investment Company has caused these presents to be executed in its name by R. P. Sexton, Vice President, its signature to be attested and its seal affixed by T. G. Griner, its Secretary, both of whom are thereunto duly authorized, this the 22nd day of October, 1947.

COLLATERAL INVESTMENT COMPANY

ATTEST  
T. C. Griner  
Its Secretary  
CORPORATE SEAL

BY R. P. Sexton  
Its Vice President

STATE OF ALABAMA

JEFFERSON COUNTY

I, Jas L. Powell, a Notary Public in and for said County, in said State, hereby certify that R. P. Sexton and T. C. Griner, whose names as Vice President and Secretary, respectively, of the Collateral Investment Company, a corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the



instrument they, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal, this 22nd day of October, 1947.

Jas. L. Powell  
Notary Public

NOTARIAL SEAL

Notary Public, Jefferson County, Alabama  
My commission expires February 15, 1950  
Bonded by Employers Liability Assurance Corporation

Filed in the office of the Probate Judge the 23rd day of October, 1947 at 1 o'clock P.M. and recorded in the Deed Record 130 on page 487 on this the 5th day of November, 1947.

No tax due on this instrument

L.C. Walker,  
Judge of Probate

-----