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ATTORNEY AT LAW
COLUMBIANA, ALABAMA

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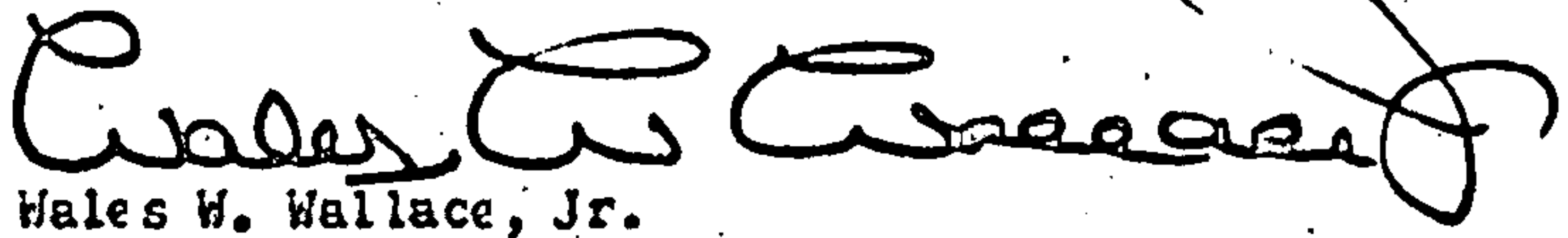
March 23, 1962

Jefferson Federal Savings and Loan Association
Birmingham, Alabama

Gentlemen:

Please be advised that we have examined the attached Assignment of Mortgages in connection with the Participation Agreement to be entered into by and between yourselves and the Shelby County Savings and Loan Association. It is our opinion that said instrument constitutes a valid assignment of a one-half participating interest in and to the mortgages identified therein, in accordance with the terms thereof. It is also our opinion that said mortgages are in proper legal form and constitute a valid lien on the mortgaged premises.

Yours very truly,


Wales W. Wallace, Jr.

WWE/lb

THIS AGREEMENT MADE this 23 day of March, 1962, between Jefferson Federal Savings & Loan Association, having its home office at Birmingham, Alabama, City of Birmingham, and State of Alabama (hereinafter for convenience called "Buyer") and the Shelby County Savings & Loan Association, having its home office at Columbiana, City of Columbiana and State of Alabama (hereinafter called "Seller").

WITNESSETH:

WHEREAS, both parties are Savings and Loan Associations insured by the Federal Savings and Loan Insurance Corporation, and Seller desires to sell and Buyer to buy participations in conventional mortgage loans pursuant to the applicable provisions of the Rules and Regulations of the Federal Home Loan Bank Board and the Federal Savings and Loan Insurance Corporation:

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations by each of the parties to the other in hand paid, the receipt whereof is hereby acknowledged, the parties hereto mutually agree as follows:

FIRST: The Seller agrees to sell to the Buyer an undivided one-half participating interest in approximately \$120,000.00 of home mortgage loans to the extent of an aggregate investment by the Buyer of approximately \$60,000.00.

The Seller agrees to pay the Buyer a yield of $6 \frac{1}{4}\%$ per annum on the participating part of said mortgages purchased by the Buyer, this interest to be remitted at the end of each month on the outstanding unpaid balance of said mortgages at the beginning of the month, along with $\frac{1}{2}$ of all monies collected during the month directly reducing the principal of the indebtednesses secured by said mortgages.

In connection with such offerings Buyer has made an examination of all pertinent data normally required in the processing of such loans to enable Buyer to determine whether the loan conforms to its own standards in respect to ratio of loan to appraised value, credit value of borrower, type of construction, and similar relevant factors. Responsible officers of both Buyer and Seller having personally made an on-the-ground inspection of each of the physical properties involved in this contract.

SECOND: The purchase price to Buyer of such participating interest in such mortgage loan shall be that proportionate part of the unpaid balance of such loans plus accrued interest thereon as Buyer's participation bears to the whole of said mortgage. Buyer will pay the purchase price to Seller upon receipt of satisfactory opinion of a local attorney (who may be Seller's attorney) that said instrument is in proper legal form constitute a valid lien on the mortgaged premises. Such opinion may be in blanket form to cover any number of participations. Such instrument of participation shall be in form recordable in the record office where the mortgage is recorded and, at the option of the Buyer, shall be recorded by Seller at the latter's expense.

THIRD: After each such purchase, the interest owned by Buyer and the interest retained by Seller shall be ratably concurrent and neither shall have any priority over the other. Seller will thereafter continue to hold each note and mortgage in its name but will hold as nominee for

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Buyer the undivided one-half interest therein purchased by Buyer. If required by Buyer, Seller will endorse on the note and mortgage a statement of Buyer's undivided one-half interest therein. Seller covenants that it will retain undivided one-half interest in each of the mortgage loans involved and will not pledge, assign or otherwise dispose of its said undivided one-half interest retained in said note and mortgage. This provision, however, shall not be constituted in derogation of the right and authority granted Seller under paragraph Eleventh hereof to assign or satisfy the whole of such note and mortgage; but, if required, Buyer will join therein.

FOURTH: The parties hereto shall decide by mutual consent upon the exercise of any and all rights under the mortgage according to the laws of the jurisdiction in which the property is of any default by the mortgagor or of any other matter which in its best judgment materially affects the joint or respective interests of the parties hereto in said mortgage; and, if, they fail to agree upon any action required to be taken within such period as the circumstances may require, Buyer shall have the right to determine the question as to all other persons, and its bona fide decision shall be binding upon Seller with the same force and effect as if Seller had concurred therein. The foregoing rights and procedures shall also apply to the handling of properties during and after foreclosure and the maintenance, leasing and resale thereof.

Buyer will, on request, promptly reimburse Seller its proportionate share of any expenses reasonably incurred by it in connection with any action taken by Seller under this paragraph "FOURTH".

FIFTH: Seller shall collect in respect to each mortgage all amounts due by way of interest, installments of principal, and other items payable under the provisions of the mortgage and the servicing thereof, and shall at least one time(s) (/) per month account and pay over to Buyer for its share of all principal and interest due Buyer.

SIXTH: By the act of offering to Buyer the participation in any loan under the terms of this Agreement, Seller shall and does irrevocably represent and warrant that it holds in its possession, inter alia, the following documents in connection with each said loan:

(a) Original note bearing interest at the rate represented by Seller to be fixed therein and containing the usual and standard provisions used by mortgage lending institutions in Alabama.

(b) Original mortgage covering the mortgaged premises and given to secure said note, with all necessary intermediate assignments to Seller, all of which shall have been recorded. Such mortgage shall be a valid first lien upon the mortgaged premises and fully enforceable in accordance with its terms, and shall contain the usual and standard provisions used by mortgage lending institutions in Alabama.

(c) Title evidence including attorney's opinion or mortgage title policy which will establish that title to the mortgaged premises is such as to be acceptable to prudent lending institutions, informed buyers, title companies, and attorneys, generally, in the community where the mortgaged premises are situated. That the mortgaged as of record date of purchase by Buyer constitutes a first mortgage lien on a fee simple estate in the mortgaged premises.

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(d) Original Hazard Insurance policy issued by a reliable insurance company insuring all building and improvements on the premises against all loss or damage by fire, lightning and hazards covered by extended coverage endorsement and such other hazards as owners of property in the locality of the mortgaged premises customarily insure against, in a sufficient amount to prevent the holder of the mortgage from becoming a co-insurer and, in any event not less than the unpaid principal of the mortgage. Any loss under said policy shall be payable to Seller and Buyer as mortgagees as interest may appear and Seller will obtain at its expense endorsements required.

(e) Loan application signed by borrower.

(f) Appraisal report.

(g) Signed closing settlement sheet.

(h) Other optional documents as follows:

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SEVENTH: Seller, by the act of offering any loan for participation by Buyer shall, in addition, represent and warrant as to each loan:

(a) that the mortgage is not in default and is in good standing in every respect;

(b) that the security afforded by the mortgaged premises has not been impaired in any way either by fire, waste or otherwise;

(c) that Seller has no knowledge or any fact or circumstances likely to give rise to the mortgage going into default;

(d) that no disability exists to sue or foreclose on the note or mortgage in the courts of the state where the mortgaged premises are located;

(e) that there is no local tax on the interest payable on the loan and no tax, assessment or levy of any kind by reason of Buyer's participation herein;

(f) that the mortgaged premises are located within a radius of fifty miles of the principal office of the Seller.

EIGHTH: Upon receipt of check of Buyer by Seller in payment of the purchase price of Buyer's participating interest in the mortgage, Buyer shall immediately become vested, to the extent of its participating interest, with title to any and all of the documents of every nature in the possession of Seller relating to said loan. None of such documents, however shall be delivered to Buyer but shall be held by Seller as nominee pro tanto of Buyer; but, as far as feasible, Seller will keep all such documents in a separate file appropriately marked to show that Buyer has a participating interest therein and, in any event, all envelopes containing such documents shall be so marked.

NINTH: The duties to be performed by Seller in connection with the supervision of the mortgages covered by this Agreement shall include, among other things, the following:

(a) Prompt collection and forwarding of Buyer's proportionate share of all interest and principal payments when due;

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(b) Maintenance at all times of fire insurance with extended coverage for the benefit of Seller and Buyer as mortgagees, as their interests may appear, with reliable companies in amounts sufficient to avoid co-insurance and, in no event, less than the unpaid balance of the mortgage;

(c) Seeing that all taxes and assessments on the mortgaged premises are promptly paid when due;

(d) Giving prompt notice to Buyer of any default under the terms of said mortgage;

(e) Giving prompt notification to Buyer of any facts which are likely to give rise to any default or of any impairment of the Security afforded by the mortgaged premises, whether by fire, waste, or otherwise.

TENTH: The Buyer agrees that if it becomes necessary for the Seller to add to any mortgage purchased, an advance to pay either taxes, insurance, or necessary repairs to keep the building in good repair, the Seller may do so, and in no case shall this item amount to more than \$500.00 or at any time increase the unpaid balance of the note beyond its original amount. The Buyer agrees to reimburse Seller 1/2 of all such advances initially made by Seller upon being notified by Seller that such advances have been made.

ELEVENTH: Upon payment of the entire mortgage debt according to the terms of the note and mortgage, Seller shall have the right to execute and deliver a proper satisfaction or an assignment without recourse of said debt and of the instrument held as security therefor; in such cases of satisfaction or assignment of the mortgage debt, Seller shall promptly account for any pay over to Buyer its proportionate share thereof.

TWELFTH: Buyer shall have the right at any reasonable time to examine any and all documents in the possession of Seller relating to any loan in which Buyer then has a participating interest.

THIRTEENTH: In the event of the passage after the date of this agreement of any law of the State of Alabama or of any regulation of any subdivision or municipality thereof changing in any way the laws or the regulations governing the registration or activity of Buyer in this participation in the State of Alabama, which shall have the effect of increasing the expense to Buyer in continuing its participation in the mortgages effected by this agreement, such additional expense shall be borne by the Seller, or in the alternative Seller shall have the privilege of repurchasing all of Buyer's interest in all mortgages.

FOURTEENTH: The Seller may repurchase the participating interest of Buyer in any loan after written notice of intention to repurchase has been filed with Buyer, when it is felt that the repurchase is in the best interest of the Seller and the maker of the mortgage. This is construed to mean a repurchase agreement on an individual mortgage basis and not to repurchase in any great quantity.

FIFTEENTH: For loans sold under the agreement by Seller to Buyer, Seller agrees to remit amounts collected upon said loans on the 5th day of each month subsequent to the transfer of participating interest in said loans to Buyer.

SIXTEENTH: This document contains the entire agreement between the parties and cannot be modified or waived in any respect except by an agreement in writing. The invalidity of any portion of this agreement shall in no way affect the balance thereof.

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*John
Perry*

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties in the year and date first above written.

JEFFERSON FEDERAL SAVINGS & LOAN ASSN.

Buyer

By *M. J. [Signature]*
Vice. Pres.

SHELBY COUNTY SAVINGS & LOAN ASSN.

Seller

By *John C. Hine, Jr.*
Pres.

Attest:

Bruce L. [Signature]
Secretary

Attest:

[Signature]
Secretary

BOOK 219 PAGE 932

[Handwritten initials]

STATE OF ALABAMA

COUNTY OF SHELBY

I, Grace Grimes, a Notary Public
in and for said County and in said State, hereby certify that
John A. Hines, Jr. and Rux Carter
whose names as President and Secretary
respectively of the Shelby County Savings and Loan Association
of Shelby County, are signed to the foregoing contract, and
who are known to me, acknowledged before me on this day that,
being informed of the contents of the conveyance they, as such
officers with full authority, executed the same voluntarily
for and as the act of said Association.

Given under my hand this the 23 day of March,
1962.

Grace Grimes
Notary Public

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Jo Ann Harrell, a Notary Public in and
for said County and in said State, hereby certify that
M. C. Jeter and Brooks Yeilding whose
names respectively as Vice-President and Secretary
of Jefferson Federal Savings and Loan Association, are signed
to the foregoing contract, acknowledged before me on this day
that, being informed of the contents of the conveyance they
as such officers and with full authority, executed the same
voluntarily for and as the act of said Association.

Given under my official hand and seal of office
this 23 day of March, 1962.

Jo Ann Harrell

Notary Public
Commission Expires June 25, 1963

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STATE OF ALABAMA

COUNTY OF SHELBY

FOR AND IN CONSIDERATION OF THE SUM OF Fifty four
thousand seven hundred forty and ninety four/100 Dollars

\$ 54,740.94 to the undersigned Shelby County Savings and Loan Association of Columbiana, Columbiana, Alabama, in hand paid by Jefferson Federal Savings and Loan Association, Birmingham, Alabama, and in further consideration of the execution of a certain agreement wherein Jefferson Federal Savings and Loan Association agreed to buy and Shelby County Savings and Loan Association of Columbiana agreed to sell a one-half participating interest in certain mortgage loans owned by Shelby County Savings and Loan Association of Columbiana, said agreement being dated March 23, 1962, a copy of which is on file with each of the above named Savings and Loan Associations, Shelby County Savings and Loan Association of Columbiana does hereby grant, bargain, sell, convey, assign and deliver unto Jefferson Federal Savings and Loan Association of Birmingham a one-half participating interest in those certain mortgages executed in favor of Shelby County Savings and Loan Association of Columbiana, further described according to the following schedule:

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By

SCHEDULE

GRANTORS	DATE OF EXECUTION	PLACE OF RECORDING IN SHELBY COUNTY PROBATE OFFICE VOL. PAGE		INT. RATE	BALANCE DUE AS OF 3/23/62
Smith, T. O., J. Frank Baker, Paul Posey	12/21/61	275	306	6	\$ 9,498.36
Sims, C. D., W. C. John- son, John P. Thread- gill	10/20/61	274	466	6 1/2	\$ 8,949.63
Samons, V. O. and Hazel Samons	7/18/61	273	201	6 1/2	\$ 3,828.41
Elliott, R. E., L. P. Wilson, W. M. Shirley	11/17/61	274	839	6 1/2	\$10,761.66
Turner, J. B., Sr., Luther Curlee, John Thompson	9/16/61	274	215	6	\$19,869.47
Fowler, Luther, C. M. Stuckey	8/14/61	273	648	6	\$19,774.58
Brannon, Burrell and Mable H. Brannon	9/19/61	274	16	6 1/2	\$ 9,214.96
Jackson, Henry J. and Elizabeth M. Jack- son	8/31/61	273	811	6	\$ 8,179.22
Minshew, John H. and Wilene Minshew	11/20/61	274	854	7	\$ 4,334.77
Bramlett, W. A. and Margie L. Bramlett	8/3/61	273	414	7	\$ 6,100.19

GRANTORS	DATE OF EXECUTION	PLACE OF RECORDING IN CHILTON COUNTY PROBATE OFFICE VOL. PAGE		INT. RATE	BALANCE DUE AS OF 3/23/62
Miller, T. L. and Opal Miller	1/6/62	497	604	6 1/2	\$ 8,970.64

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together with a one-half participating interest the following: the debts secured by the above described mortgages, the notes described in the above described mortgages, and the interest of the undersigned in and to the lands and properties conveyed by said mortgages, together with all of the rights and powers, and privileges therein contained;

SUBJECT, HOWEVER, to all the terms of that certain agreement wherein Jefferson Federal Savings and Loan Association agreed to buy and Shelby County Savings and Loan Association agreed to sell a one-half participating interest in certain mortgage loans owned by Shelby County Savings and Loan Association, said agreement being dated March 23, 1962, a copy of which is on file at each of the above named Savings and Loan Associations, reference being made hereto to said agreement for the purpose of incorporating each and every term and stipulation of said agreement as a part hereof, as if set out herein in haec verba.

TO HAVE AND TO HOLD unto the said Jefferson Federal Savings and Loan Association, its successors and assigns, forever.

IN WITNESS WHEREOF, Shelby County Savings and Loan Association of Columbiana has caused this instrument to be executed in its name by John A. Hines, Jr., its President, and its corporate seal to be affixed and attested by Rux Carter, its Secretary, both of whom are thereunto duly authorized, this 23rd day of March, 1962.

SHELBY COUNTY SAVINGS AND LOAN
ASSOCIATION OF COLUMBIANA

BY John A. Hines, Jr.
its President

ATTEST

Rux Carter
Secretary

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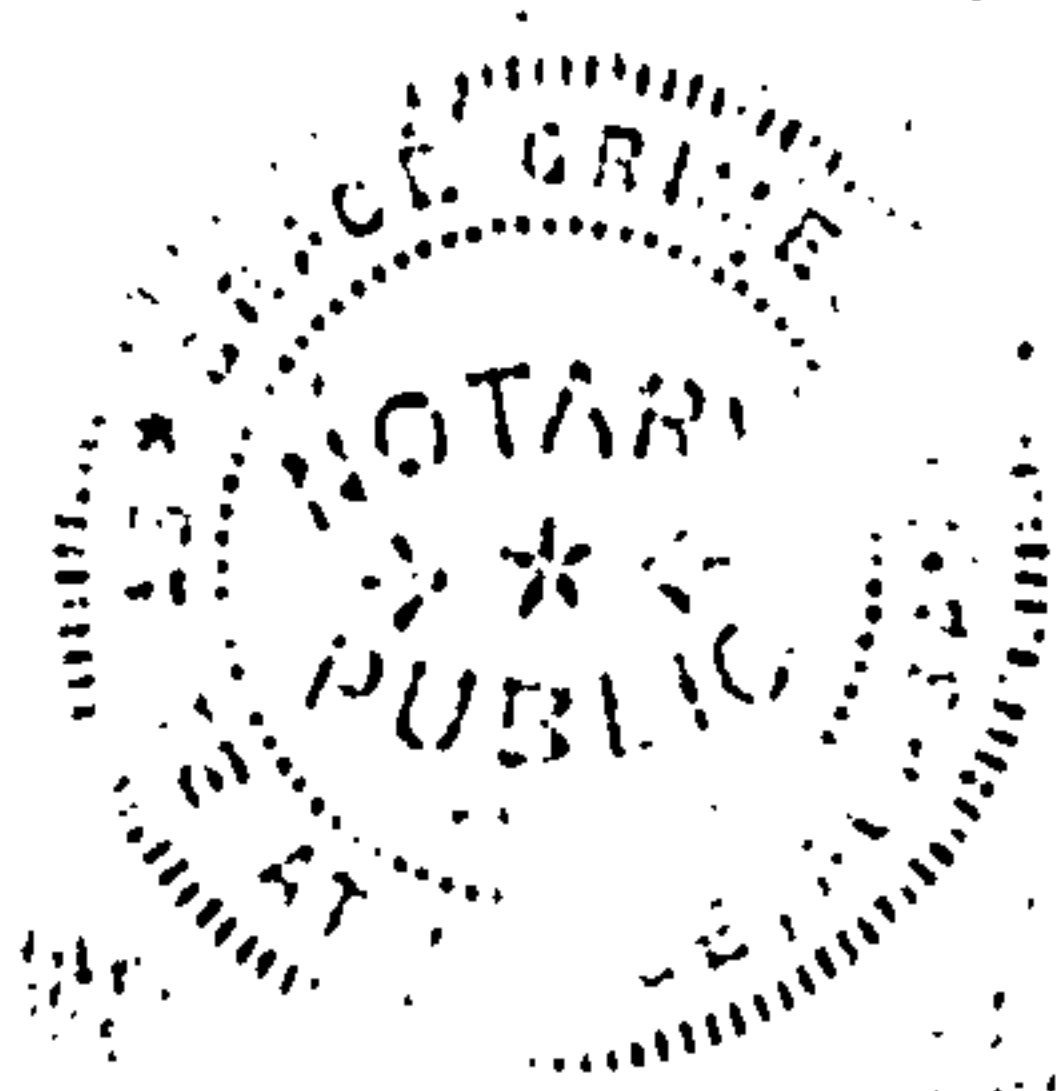
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STATE OF ALABAMA

COUNTY OF SHELBY

I, Grace Grimes, Notary Public in and
for said County in said State, hereby certify that _____
John A. Hines, Jr. and Rux Carter whose names
as President and Secretary respectively,
of the Shelby County Savings and Loan Association of Columbiana,
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, as such officers and with
full authority, executed the same voluntarily for and as the
act of said Association.

Given under my hand and seal of office this 23
day of March, 1962.



Grace Grimes
Notary Public

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 3/24/62
RECORDED & \$ 1.00 MITG. TAX
& \$ 1.00 DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Conrad M. Fowler
JUDGE OF PROBATE

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