

3985

Assignment of Mortgage and Discharge of Government's
Liability as Insurer and Trustee

THIS ASSIGNMENT, made between the United States of America, acting through the Farmers Home Administration, whose post office address is Washington 25, D. C., herein called the "Government", and Mrs. Gillie Gorman and W. G. Florey, jointly, share and share alike, whose post office address is Vincent, Alabama, herein called the "Assignee":

WITNESSETH:

WHEREAS, the Government is the owner and holder of a certain real estate mortgage dated October 23, 1953, made by Dan Roberson and wife, Luvenia Roberson, herein called "Mortgagor", to Endowment Department, Most Worshipful Prince Hall Grand Lodge, F. and A. M. of Alabama, as Mortgagee, and recorded in Mortgage Book 229, Page 400, in the office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, the aforesaid mortgage was given to secure a promissory note dated October 23, 1953, made by Mortgagor in favor of Endowment Department, Most Worshipful Prince Hall Grand Lodge, F. and A. M. of Alabama, as Payee, in the principal sum of \$6,400.00, with interest at 3% per annum, as evidence of a loan made by said Payee to Mortgagor and insured by the Government pursuant to Title I of the Bankhead-Jones Farm Tenant Act, as amended (7 U.S.C. 1000 et seq.), and the Government is the owner and holder of said note; and

WHEREAS, the aforesaid mortgage was given also to secure the payment by Mortgagor to the Government of annual mortgage insurance charges and the performance of certain other covenants and agreements between Mortgagor and the Government in connection with said insured loan; and

WHEREAS, by "Assignment of Mortgage to United States as Trustee", herein called "trust instrument", dated September 15, 1961, and recorded in Deed Record Volume 217, Page 523, in the office of the Judge of Probate of Shelby County, Alabama, the aforesaid mortgage was assigned to the Government as trustee for the use and benefit of the holder of said promissory note named in said trust instrument, and for the use and benefit of any subsequent holder of said note; and

WHEREAS, by "Assignment of Mortgage (By United States as Trustee to United States for Itself)", herein called "assignment", dated March 19, 1964, and recorded in Book 229, page 874, in the office of the Judge of Probate of Shelby County, Alabama, the aforesaid mortgage was assigned to the Government for Itself; and

WHEREAS, it is the intention and desire of the parties hereto (1) that the Assignee or Mortgagor shall pay to the Government the unpaid balance of principal and interest on said loan, all sums advanced by the Government for the account of Mortgagor, but not yet repaid to the Government, and all annual mortgage insurance charges owed by Mortgagor to the Government in connection with said loan, (2) that the Government's insurance contract with respect to said loan shall be cancelled, thereby discharging the Government from all liability as insurer of said loan, (3) that the Government shall assign to the Assignee said promissory note and mortgage and any and all right, title and interest of the Government in said promissory note and mortgage which will enable the Assignee to hold the promissory note and mortgage on an uninsured basis with all the customary rights and privileges of a holder of a promissory note and mortgage upon land in the State in which the land described in said mortgage is situated, whether such rights and privileges inure under the terms of said promissory note and mortgage or are otherwise conferred by the laws of said State, and (4) that, as a result of the cancellation of the Government's insurance contract, the provisions and covenants in said note and mortgage relating to the Government's rights and obligations as insurer of said loan and as collection and servicing agent in

connection therewith shall hereafter be of no legal effect, and with the further result that the obligations of Mortgagor to the Government under said provisions and covenants shall hereafter be of no legal effect. Said provisions and covenants include, but are not limited to, the payment of annual mortgage insurance charges which would hereafter accrue in the absence of cancellation of the insurance contract, the payment of installments on the loan to the Government as collection agent for the Mortgagee, place of payment of installments on the loan and other amounts secured by the mortgage, payment by the Government in the event of Mortgagor's failure to pay any installment on the loan, the right of the holder of the note and mortgage to have the same purchased by the Government, the obligation of the Government to recognize or be bound under its insurance contract by any assignment of the note and mortgage, the right of the Government to require assignment of the note and mortgage and related documents and claims upon default by Mortgagor, the limitation upon the mortgagee's right to foreclose and secure a deficiency judgment, obligations of Mortgagor to file such reports and carry out such conservation practices and farm and home management plans as the Government may prescribe, requirements as to consent to be given by, or notice to be given by or to, the Government, in connection with the loan or the insurance thereof, the obligations of Mortgagor under any supplementary agreements executed by Mortgagor in connection with the loan or the insurance thereof, the incorporation by reference of such agreements, and the right of the Government to require Mortgagor to accept refinancing; and

WHEREAS, since the Government's interest as insurer of said loan is being terminated and the Assignee will hereafter hold said mortgage on an uninsured basis as aforesaid, the purpose for which the Government became trustee of the mortgage for the noteholder will no longer exist, and therefore it is the intention of the parties to terminate the trust created by said trust instrument, as evidenced by the assignment dated March 19, 1964, referred to above;

NOW, THEREFORE, in consideration of One Dollar and other valuable consideration, the receipt whereof is hereby acknowledged, the Government does hereby assign, transfer, convey and set over unto the Assignee the said mortgage, all right, title and interest held by the Government, in its own right and as trustee, in and to said mortgage and the property described therein, and the promissory note and claim described in said mortgage and secured thereby, to have and to hold the same unto the Assignee, its successors and assigns; provided, however, that the provisions and covenants in said promissory note and mortgage relating to the Government's rights and obligations as insurer of the loan and as collection and servicing agent in connection therewith, as distinguished from the rights and obligations usually vested in a mortgagee under a real estate mortgage, and the obligations of Mortgagor to the Government under the provisions and covenants relating to the insurance of said note and mortgage and the collection and servicing of the loan by the Government, as distinguished from the usual obligations of a mortgagor under a real estate mortgage, shall be null and void and shall be of no further force and effect after the date of this instrument.

It is understood and agreed (1) that the Government's insurance contract with respect to said loan shall be and is hereby cancelled and nullified as aforesaid, (2) that the trust created under said trust instrument shall be and is hereby terminated, and (3) that the Government shall be and is hereby discharged from all liability or obligation under said insurance contract and trust instrument. It is further agreed that the notation "cancelled", or similar notation, may be made on the insurance endorsement on said promissory note.

IN WITNESS WHEREOF, the Government has caused this instrument to be

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executed pursuant to delegated authority published in 6 CFR 300.12, and the said Mrs. Gillie Gorman and W. G. Florey have hereunto set their hands and seals, this 24th day of April, 1964.

UNITED STATES OF AMERICA
By [Signature] (Seal)
Acting State Director
Farmers Home Administration
United States Department of Agriculture
Mrs. Gillie Gorman (Seal)
Mrs. Gillie Gorman
W. G. Florey (Seal)
W. G. Florey

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

I, Elizabeth R. Blackmon, a Notary Public in and for the State of Alabama, At Large,
~~UNITED STATES OF AMERICA~~ ~~the State of Alabama, At Large,~~ hereby certify that D. H. Frazer, whose name as Acting State Director of the Farmers Home Administration, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as Acting State Director of the Farmers Home Administration, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 24th day of April, 1964.

(SEAL)

My commission expires: December 3, 1967 Elizabeth R. Blackmon
Notary Public

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, James H. Sharbitt, a Notary Public in and for said County in said State, do hereby certify that Mrs. Gillie Gorman, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 30th day of April, 1964.

Notary Public, Alabama State at Large

My commission expires March 30, 1966

Bonded By Employees Liability Assurance Corporation

My commission expires:

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, James H. Sharbitt, a Notary Public in and for said County in said State, do hereby certify that W. G. Florey, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 30th day of April, 1964.

Notary Public, Alabama State at Large

My commission expires March 30, 1966

Bonded By Employees Liability Assurance Corporation

My commission expires:

(SEAL)

James H. Sharbitt
Notary Public

STATE OF ALABAMA

SHELBY COUNTY

FOR VALUE RECEIVED, I, Gillie Gorman, a widow, do hereby transfer
and assign all my right, title and interest to this foregoing Assignment
of Mortgage and Discharge of Government's Liability as Insurer and
Trustee, executed on the 24th day of April, 1964 by D. H. Frazer in
behalf of the United States of America, Mrs. Gillie Gorman, a widow and
W. G. Florey, to W. G. Florey, his heirs and assigns.

Done this 30th day of April, 1964.

Mrs. Gillie Gorman
(Mrs.) Gillie Gorman

James H. Sharbutt
Witness

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON APR 30 1964
RECORDED & 50.00 MTG. TAX
& 50.00 TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Conrad M. Fowler
JUDGE OF PROBATE