

STATE OF ALABAMA)

COUNTY OF JEFFERSON) KNOW ALL MEN BY THESE PRESENTS:

That ROBINSON MORTGAGE COMPANY, INC., a corporation (hereinafter referred to as "the Assignor"), for value received does hereby grant, bargain, sell, assign, transfer and set over unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF NEW YORK (hereinafter referred to as "the Assignee"), this certain mortgage described in Exhibit A attached hereto and by this reference incorporated herein, covering property located in Alabaster, Shelby County, Alabama, together with the note thereby secured and the money due and to become due thereon, with the interest.

And the Assignor does herewith covenant, warrant and represent to and with the Assignee:

1. That there are no offsets, claims or defenses of any kind against said note or against said mortgage securing same, and that in the event of any offset, claim or defense against said note or mortgage, including any offset, claim or defense made pursuant to the Federal Truth in Lending Laws or the usury laws of the State having jurisdiction with respect to said mortgage, the Assignor shall hold the Assignee harmless and shall indemnify Assignee against any loss, harm or damage by reason of any offset, claim or defense;

2. That there is now due and owing on said note and mortgage the principal sum of Nineteen Thousand Two Hundred and No/100----- (\$19,200.00) Dollars with interest at 8½ % per annum.

3. That interest has been paid up to and including August 1, 1970. and no interest accruing after said date has been collected or received by Assignor;

4. That Assignor is the sole owner and holder of the mortgage and note and all monies being assigned hereunder, in each case free and clear of any liens and encumbrances, and that the Assignor has full right, power and authority to assign the same to Assignee pursuant to this instrument; and

5. That no guaranty or insurance issued by the Federal Housing Administration or Veterans Administration, covering said note and mortgage has been cancelled, modified or otherwise made ineffective, and the Assignor has no knowledge of any facts which would render any such insurance or guaranty invalid.

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed by its proper officer and its corporate seal hereunto affixed this 2nd day of October 1970.

ROBINSON MORTGAGE COMPANY, INC.

By

Henry A. Drake

Its Vice President

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Henry A. Drake whose name as Vice President of ROBINSON MORTGAGE COMPANY, INC., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 2nd day of October 19 70

Herbert B. Simpson

Notary Public

My commission expires January 11, 1971

3949
MORTGAGE

This Instrument Was Prepared By
R. BRUCE ROBERTSON, III, ATTORNEY
1300 City National Bank
BIRMINGHAM, ALA. 35203

THE STATE OF ALABAMA, }
SHELBY COUNTY. }

KNOW ALL MEN BY THESE PRESENTS:

That whereas the undersigned Wendell Glenn Morris and wife, Linda F. Morris
, of the City of Alabaster, County of Shelby
and State of , party of the first part (hereinafter called the Mortgagor), has become justly
indebted unto

Robinson Mortgage Company, Inc.

, a corporation organized and existing under the laws of Alabama

, party of the second part (hereinafter called the Mortgagee), in the full sum of

Nineteen Thousand Two Hundred and No/100-----Dollars (\$ 19,200.00),
money lent and advanced, with interest at the rate of Eight and one-half per centum
(8½ %) per annum until paid, for which amount the Mortgagor has signed and delivered unto the said
Mortgagee a certain promissory note bearing even date with these presents, the said principal and interest to be
payable at the office of Robinson Mortgage Company, Inc.

in Birmingham, Alabama, or at such other place as the holder may designate in
writing, in monthly installments of One Hundred Forty-Seven and 65/100-----
Dollars (\$ 147.65), commencing on the first day of September, 19 70, and on the
first day of each month thereafter until the principal and interest are fully paid, except that the final payment of
principal and interest, if not sooner paid, shall be due and payable on the first day of August, 2000.

WHEREAS the said Mortgagor is desirous of securing the prompt payment of said note and the several install-
ments of principal, interest, and monthly payments hereinafter provided for, and any additional indebtedness ac-
cruing to the Mortgagee on account of any future payments, advances, or expenditures made by the Mortgagee as
hereinafter provided:

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1) to the undersigned Mort-
gagors Wendell Glenn Morris and wife, Linda F. Morris
in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, and for the purpose of securing the
prompt payment of said indebtedness as it becomes due we the said Wendell Glenn Morris and
wife, Linda F. Morris do hereby grant, bargain,
sell, and convey unto the said Mortgagee the following described real property situated in Shelby
County, Alabama, to wit:

Lot No. 13, in Sector Two of Fall Acres Subdivision situated in and
being a part of the Southeast Quarter of the Northeast Quarter of
Section 3, Township 21, Range 3 West, Shelby County, Alabama, which
map is recorded in Map Book 5, Page 16, in said Probate Office.

The proceeds of this loan have been applied on the purchase price
of the property described herein, conveyed to mortgagors simultaneously
herewith.

together with the hereditaments and appurtenances thereunto belonging, and also together with all equipment and
fixtures for heating and lighting now or hereafter installed therein by the Mortgagor.

TO HAVE AND TO HOLD the same with all the rights, privileges, and appurtenances thereunto belonging or
in anywise appertaining unto the said Mortgagee and assigns of the Mortgagee forever.

And the Mortgagor hereby covenants that they are seized of said real property in fee simple, and have a
good right to sell and convey the same; that the property is free from all encumbrances and that the Mortgagor, and
Mortgagor's heirs, executors, administrators, next-of-kin, and assigns will forever defend the same unto the Mort-
gagee and assigns against the claims of all persons whomsoever;

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BOOK 264 PAGE

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BOOK

STATE OF ALABAMA
COUNTY OF SHELBY
RECORDED
OCT 12 1970 8:30
U.C. 61-12-1970
REC. 61-12-1970