



19710802000031580 1/3 \$.00
Shelby Cnty Judge of Probate, AL
08/02/1971 12:00:00 AM FILED/CERT

Robertson, Clem T.

C13931

STATE OF ALABAMA)

COUNTY OF Shelby)

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, 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 eight hundred Fifty & 37/100 (\$ 19,850.37) Dollars with interest at 7 % per annum.
3. That interest has been paid up to and including May 31, 1971 ~~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 26th day of July 19XX 71

ROBINSON MORTGAGE COMPANY, INC.

By Perry G. Robinson
Its President

STATE OF ALABAMA)

COUNTY OF Shelby)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Perry G. Robinson whose name as 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 26th day of July 19 71

Shirley B. Simpson

See release note bk 9 page 681 11-20-74

BOOK 269 PAGE 174

THE STATE OF ALABAMA, }
Shelby COUNTY. }

19710802000031580 2/3 \$.00
Shelby Cnty Judge of Probate, AL
08/02/1971 12:00:00 AM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS:

That whereas the undersigned Clem Trantum Robertson, Jr. and wife, Judy Morris Robertson, of the City of Alabaster, County of Shelby and State of Alabama, 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 Nine Hundred and no/100----- Dollars (\$ 19,900.00), money lent and advanced, with interest at the rate of seven per centum (7 %) 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 Thirty-two and 53/100----- Dollars (\$ 132.53), commencing on the first day of April, 19 71, 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 March, 2001.

WHEREAS the said Mortgagor is desirous of securing the prompt payment of said note and the several installments of principal, interest, and monthly payments hereinafter provided for, and any additional indebtedness accruing 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 Mortgagor Clem Trantum Robertson, Jr. and wife, Judy Morris Robertson 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 Clem Trantum Robertson, Jr. and wife, Judy Morris Robertson do hereby grant, bargain, sell, and convey unto the said Mortgagee the following described real property situated in JEFFERSON County, Alabama, to wit:

Lot 2, First Sector, Fernwood situated in the Northeast Quarter of Southeast Quarter, Section 34, Township 20 South, Range 3 West, and being filed for record in Map Book 5, Page 58, in the Probate office of Shelby County, Alabama.
Minerals and mining rights excepted.

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

Carpet installed wall to wall in the living room, hall, three bedrooms, and closets together with any replacement or substitution therefore.

The express enumeration of the foregoing items shall not be deemed to limit or restrict the applicability of any other language describing in general terms other property intended to be covered hereby.

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 Mortgagee and assigns against the claims of all persons whomsoever;

BOOK 269 PAGE 175

BOOK 316 PAGE 301

13991

Given under OUR hand S and seal S this the 26 day of February 19 71

_____[SEAL]
_____[SEAL]

Clem Truman Robertson, Jr. [SEAL]
Judy Morris Robertson [SEAL]

STATE OF ALABAMA,
JEFFERSON COUNTY.

I, the undersigned, a notary public in and for said county, in said State, hereby certify that Clem Truman Robertson, Jr. and wife, Judy Morris Robertson whose names 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 this conveyance, they executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this 26 day of February 19 71

[Signature]
Notary Public

This instrument was prepared by:
This Instrument Was Prepared By
WILLIAM A. JACKSON, ATTORNEY.
1300 City National Bank
BIRMINGHAM, ALA. 35203

(Name) _____ (Address) _____

U.S. GOVERNMENT PRINTING OFFICE: 1969 O-381-715

BOOK 269 PAGE 176
STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1971 AUG -2 AM 8:12
U.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
Cons. M. Funder
JUDGE OF PROBATE

19710802000031580 3/3 \$.00
Shelby Cnty Judge of Probate, AL
08/02/1971 12:00:00 AM FILED/CERT

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1971 AUG -2 PM 1:33
MAY 14 2 29 85
U.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
Cons. M. Funder
JUDGE OF PROBATE

SPEIR, ROBERTSON and JACKSON
1800 City National Bank Bldg.
Birmingham, Alabama

STATE OF ALABAMA

LOAN No. _____

Mortgage

TO

THE STATE OF ALABAMA,
COUNTY.

I, Judge of the Probate Court of said County, do hereby certify that the foregoing conveyance was filed for registration in this office on the _____ day of _____, 19____, and was recorded in Vol. _____ Record of Deeds, pages _____ on the _____ day of _____, 19____.

24.85
5.50
35.35
Judge of Probate
Fee

BOOK 316 PAGE 304

This form may be used as the security instrument in connection with mortgages to be insured under Sections 203 and 222, and in connection with "individual mortgages" to be insured under Sections 213, 220, 221, 233, 809 and 810 of the National Housing Act.