

1082

ASSIGNMENT OF INTEREST IN MORTGAGE AND NOTE

KNOW ALL MEN BY THESE PRESENTS, that on the date this instrument bears date, the undersigned, Lucille Cox Grainger, (hereinafter referred to as Assignor), being the Assignee of that certain note and mortgage executed by Carl G. Murray and Billy Smith, and wives, to the Estate of Morris A. Grainger, Sr., Deceased and others, does hereby assign and convey to Mervin Torme, as Executor under the Will of Jack G. Levine, Sr., Deceased (hereinafter referred to as Assignee) an interest in said mortgage and note in the amount of Four Thousand Four Hundred and no/100 (\$4,400.00) Dollars as security for the payment of a real estate commission due in the amount of Four Thousand Four Hundred and no/100 (\$4,400.00) Dollars from the Estate of Morris A. Grainger, Sr., Deceased, to Jack G. Levine, Sr. It is expressly understood that said mortgage and note were executed as before described on the 21st day of May, 1976 and that said mortgage is recorded in the Office of the Judge of Probate of Shelby County, Alabama. The parties hereto agree that commencing March 10, 1976 Assignee shall receive from each monthly payment made on said mortgage indebtedness the sum of Sixty and no/100 (\$60.00) Dollars, with a final installment in the amount of Sixty and 67/100 (\$60.67) Dollars, payment to Assignee being contingent upon payment being made upon the mortgage indebtedness. At such time as the total of all payments made to Assignee equal Four Thousand plus interest on the unpaid balance at 8% per annum Four Hundred and no/100 (\$4,400.00) Dollars, Assignee, his assigns or successors in interest, shall release any interest they may have in the mortgage, note and indebtedness incurred by the said Billy Smith, Carl G. Murray and spouses to the Estate of Morris A. Grainger, Sr., Deceased. *MT 354-823*

Lucille Cox Grainger
Attorney for

In addition to the foregoing mutual promises, this assignment is made for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration.

IN WITNESS WHEREOF, Assignor has hereunto set her hand and seal on this 4th day of October, 1976.

Lucille Cox Grainger
LUCILLE COX GRAINGER
ASSIGNOR

BOOK 17 PAGE 376

THE STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that LUCILLE COX GRAINGER, whose name as Assignor is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date that, being informed of the contents of the instrument, she has executed the same voluntarily on the day the same bears date.

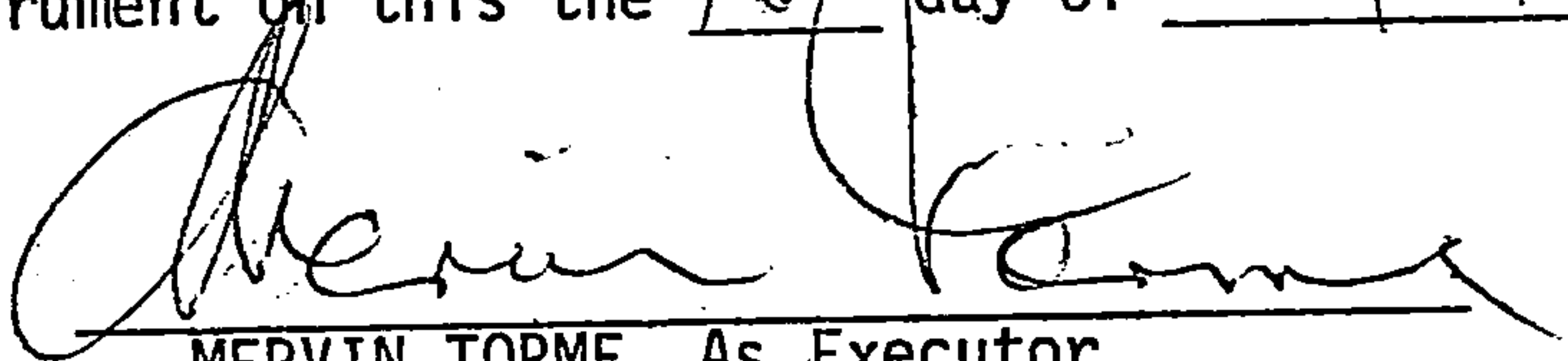
Given under my hand and official seal on this the 6th day of October, 1976.


NOTARY PUBLIC

In acceptance and agreement in the terms and conditions hereinabove set forth, Assignee has executed this instrument on this the 16 day of Oct 1976.



19761105000107330 2/2 \$.00
Shelby Cnty Judge of Probate, AL
11/05/1976 12:00:00 AM FILED/CERT


MERVIN TORME, As Executor
under the Will of Jack G. Levine, Sr.,
Deceased

THE STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that MERVIN TORME, whose name is signed to the above and foregoing, and who is known to me, acknowledged before me on this date that, being informed of the contents of this instrument, he has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 16th day of October, 1976.


NOTARY PUBLIC

Conrad M. Johnson
JUDGE OF PROBATE

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1976 NOV -5 AM 9:52

BOOK 17 PAGE 377

