

to them in hand paid by FinanceAmerica corp  
at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, ha granted, bargained, sold, assigned, transferred and set over,  
and by these presents do es grant, bargain, sell, assign, transfer and set over unto the said FinanceAmerica corp.  
a certain mortgage, made and executed by Louis D. Lindsey and wife Hermine Lindsey in favor of  
Hilyer Construction Co. bearing date the 20th day of Oct in the year nineteen hundred  
and 78 and recorded on the 20th day of October, 1978 in the office of the Judge Of Probate  
of the County of Shelby State of Alabama, in liber of deeds, volume, at page, to which  
reference may be had for a more particular description of said mortgage and of the land therein together with a Home Improvement Sales Contract and obligation therein described,  
and the money due and to become due thereon.  
TO HAVE AND TO HOLD the same unto the said FinanceAmerica Corp. its successors and assigns forever.  
and it's true and lawful attorney, irrevocable in their name or otherwise,  
And Hilyer Construction Company  
covenant.... promise....and agree.... that there is now due and owing upon said Home Improvement Sales Contract and mortgage, without offset or defense of any kind, the sum of  
Five thousand Six hundred Twenty-eight and no cents Dollars (\$5628.00)

In Witness Whereof, the assignor has duly executed this assignment this 20th day of October 1978  
and affixed its seal hereto.

Hilyer Construction  
By Charlie E. Hilyer Dealer (L.S.)

ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP  
STATE OF 1978 OCT 24 AM 8:34, COUNTY OF, SS.:  
I, a Notary Public duly qualified in and for said County and State, hereby certify that on this day  
of (Place) in said County, before me personally appeared  
JUDGE OF PROBATE

(FOR INDIVIDUAL)

to me personally well known as and to be the identical person named and described in  
and party to and who executed in his own proper handwriting and whose name is sub-  
scribed to the within and foregoing and annexed instrument of writing bearing date  
as therein indicated, and produced and delivered the same before me and who, upon  
being first duly sworn by me, stated that he knows the contents of said instrument  
and acknowledged that he signed, sealed, executed and delivered the same as and  
to be his free, lawful and voluntary act and deed for the uses, purposes and consider-  
ation therein mentioned and contained and set forth. Given under and witness my hand  
and official seal the day and year in this certificate first above written.

(FOR PARTNERSHIP)

to me personally well known and known as and to be a member of the partnership of  
and the identical person described in and party to and who executed in said partner-  
ship name the within and foregoing and annexed instrument of writing bearing date  
as therein indicated, and produced and delivered the same before me, who, upon being  
first duly sworn by me, stated that he knows the contents of said instrument and he  
duly acknowledged to me that he signed, sealed and delivered the same in said  
partnership name as and for and to be his said partnership's free, lawful and voluntary  
act and deed for the uses, purposes and consideration therein mentioned and contained  
and set forth. Given under and witness my hand and official seal the day and year in  
this certificate first above written.

NOTARY PUBLIC

NOTARY PUBLIC

Notary Public in and for County State of

Residing at My commission expires 19

ACKNOWLEDGMENT BY CORPORATION

STATE OF Alabama, COUNTY OF Jefferson, SS.:  
I, Kathy McElroy, a Notary Public duly qualified in and for said County and State, hereby certify that on this 20th  
day of October, 1978, in Birmingham (place) in said County, before me personally appeared Charlie Hilyer  
(Name of Officer who signed), to me personally well known to be the identical person who signed the within and foregoing instrument  
of writing in his (her) own proper handwriting and well known to me to be and who acknowledged himself (herself) to be the President (Title of Officer) of  
Hilyer Cont. Co. (Name of Corporation) the Corporation which executed the same and produced and delivered the same before me, and who being by me  
first duly sworn, did say that (s) he is such officer of the aforesaid corporation; and being authorized so to do, executed the foregoing instrument; that (s) he was duly authorized  
to execute said instrument for and in the name of said corporation and make this acknowledgment; that (s) he knows the contents of said instrument; that (s) he resides at  
P.O. Box 263; that (s) he knows the seal of said corporation; that the seal affixed to said instrument  
is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said  
Charlie Hilyer (person) acknowledged that (s) he executed said instrument as his (her) free, true, voluntary and lawful act and deed and the free,  
true, voluntary, lawful and corporate act and deed of said corporation in pursuance of said authority by him (her) in his (her) said capacity and by said corporation voluntarily  
executed for the uses, purposes and consideration therein mentioned and contained and set forth, by signing the name of the corporation by himself (herself) as such officer.  
Witness my hand and official seal the day and year in this certificate first above written.  
Kathy L. McElroy NOTARY PUBLIC in and for Jefferson County, State of Alabama  
Residing at 110 Greensprings Hwy My commission expires June 13, 1981, 19

ASSIGNMENT  
OF  
MORTGAGE  
Hilyer Construction  
TO  
FinanceAmerica Corp.  
110 Greensprings Hwy  
Homewood, AL 35209  
at o'clock and minutes 19  
Received and entered with  
Dec  
Book Page  
Attest  
Register  
RETURN TO:  
FinanceAmerica Corp.  
110 Greensprings Hwy  
Homewood, Ala 35209  
19781024000143210 1/1 \$ .00  
Shelby Cnty Judge of Probate, AL  
10/24/1978 12:00:00 AM FILED/CERT  
See file in M&M record.