

STATE OF ALABAMA

COUNTY OF Shelby

621

ASSIGNMENT OF MORTGAGE AND MORTGAGE INDEBTEDNESS

FOR VALUABLE CONSIDERATION in hand paid to the undersigned, Walter Jeffery Hill ("Assignor"), by FINANCE AMERICA CORPORATION, a corporation ("Assignee"), the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby grant, bargain, sell, transfer, convey, deliver, set over, and assign unto Assignee, its successors and assigns, all of its right, title and interest in and to that certain real estate mortgage and real estate encumbered thereby executed by Samuel Wayne Barber and wife,

Joyce Ann Barber, as mortgagor, to Walter Jeffery Hill and/or Lisa Ballard Hill as mortgagee, which mortgage bears date of September 3, 1980, and is recorded in Real Volume (Book) 485, at Page 435 & 436, et seq. of the mortgage records in the Office of the Judge of Probate of Shelby County, Alabama, together with the debt and promissory note evidencing said debt secured thereby.

The Assignor warrants, covenants and represents unto Assignee that the current unpaid principal balance of the debt evidenced by said promissory note and secured by said real estate mortgage is Seven Thousand Seven Hundred Seventy Four and Sixty-Six Cents (\$7774.66) Dollars, bearing interest at the rate of 8% per cent per annum requiring monthly installments of principal and interest included in the amount of One Hundred Six Dollars and Seventy-Seven Cents. Dollars.

The Assignor warrants, covenants and represents unto Assignee that all payments of principal and interest required by said promissory note and secured by said real estate mortgage are current to the date hereof; that there has been no default by the obligor/mortgagor as to the terms and provisions of said promissory note and said real estate mortgage; and that this assignment of said promissory note and said real estate mortgage does not violate the terms and provisions of any agreement, instrument or document to which the Assignor is a party.

The Assignor warrants, covenants and represents unto Assignee that it has no knowledge of any defense, setoff or counterclaim which would affect the validity of said promissory note and said real estate mortgage or the payment of the debt evidenced by said promissory note and secured by said real estate mortgage and herein assigned unto Assignee, its successors and assigns.

Finance America
P.O. Box 57073
Huntsville, AL 35259

IN WITNESS WHEREOF, the Assignor has caused this assignment to be executed under seal this 16th day of June, 19 82.

WITNESS:

J. M. [Signature]

[Signature] (SEAL)

WITNESS:

_____ (SEAL)

ACKNOWLEDGMENT

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1982 JUN 18 AM 9:09 Doc 3.00
Jud 1.00
H.00
F. Thomas A. [Signature]
JUDGE OF PROBATE

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BOOK

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Walter [Signature], whose name(s) is (are) [Signature], signed to the foregoing instrument, and who is (are) known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, did executed the same voluntarily on the day the same bears date.

Given under my hand this 16 day of June, 1982.

[Signature]
Notary Public

My commission expires:
7-13-83