

STATE OF ALABAMA

COUNTY OF ShelbyASSIGNMENT OF MORTGAGE AND MORTGAGE INDEBTEDNESS

FOR VALUABLE CONSIDERATION in hand paid to the undersigned, Marshall Hughes and wife, Frances Lorine Hughes ("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 Franklin D. Cox and wife, Diane Cox, as mortgagor,

to Marshall Hughes and wife, Frances Lorine Hughes as mortgagee, which mortgage bears date of September 23, 1982, and is recorded in Real Volume (Book) 423 at Page 513, 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 Nineteen thousand seven hundred eight dollars & 12/100 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 ninety one dollars and fourteen 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 of America

IN WITNESS WHEREOF, the Assignor has caused this assignment to be executed under seal this 9th day of March, 19 83.

WITNESS:

Rhonda H. Snyder
H. M. Jolly

Marshall Hughes (SEAL)
Marshall Hughes

WITNESS:

Rhonda H. Snyder
H. M. Jolly

Frances Lorine Hughes (SEAL)
Frances Lorine Hughes

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

1983 MAR 14 AM 10:16

Rec. 300

Ad. 100

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ACKNOWLEDGMENT

A. Shawley, Jr.
JUDGE OF PROBATE

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Marshall Hughes and Frances Lorine Hughes, whose name(s) is (are) 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, executed the same voluntarily on the day the same bears date.

Given under my hand this 9th day of March 1983.

Conice M. Lopez
Notary Public

My commission expires:

My commission expires 6/3/86