STATE OF ALABAMA )

COUNTY OF SHELBY )

## ASSIGNMENT OF MORTGAGE

Terry D. Templin and wife, Beverly R. Templin, of P. O. Box 785 Columbiana, Alabama 35051, herein referred to as "Assignors", hereby assign to Shelby State Bank of Pelham, Alabama 35124, herein referred to as "Assignee", as collateral security for the payment of Twelve Thousand Forty Seven Dollars and 66/100 (\$12,047.66) that Assignors owe Assignee, that certain mortgage, dated February 16, 1982 made and executed by Alfred Davenport and wife, Evelyn Davenport, as Mortgager, to Terry D. Templin and wife, Beverly R. Templin, as Mortgagees, recorded in the Office of the Shelby County Probate Court, Shelby County, Alabama in Mortgage Book 418, at Page 347, covering the following described premises:

Begin at the Southeast corner of the NE% of the SE%, Section 22, Township 21 South, Range 1 East, thence run North along the East line of said %-% Section a distance of 1320.75 feet; thence turn an angle of 88 deg. 30 min. 17.50 sec. to the left and run a distance of 703.26 feet; thence turn an angle of 91 deg. 28 min. 14 sec. to the left and run a distance of 1322.55 feet to the South line of said NE% of SE%; thence turn an angle of 88 deg. 40 min. 37.25 sec. to the left and run a distance of 703.79 feet to the point of beginning, less and except Alabama State Highway No. 145 right of way. Situated in the NE% of the SE%, Sec. 22, Township 21 South, Range 1 East, Shelby County, Alabama.

Together with the note described in said mortgage, and the money due and to become due thereon with interest;

But on the expressed condition that if Assignors, their heirs, executors, administrators, or assigns shall pay or cause to be paid to Assignee, its heirs, executors, administrators, or assigns, the aforesaid sum of Twelve Thousand Forty Seven Dollars and 66/100 (\$12,047.66), with interest thereon as agreed between the parties, as outlined in that note executed and dated on or about February 16, 1982, this assignment shall be void; it being made for the sole purpose of securing payment of such sum of Twelve Thousand Forty Seven Dollars and 66/100 (\$12,047.66) with interest thereon as herein specified.

It is agreed that in the event Assignees, its heirs, executors, administrators, or assigns shall collect and receive the money due on the note secured by the mortgage hereby assigned, he or they shall, after retaining this sum of Twelve Thousand Forty Seven and 66/100 (\$12,047.66) with interest thereon and the reasonable expenses incurred in so collecting and receiving, pay the surplus, if any, to Assignors, their heirs, executors, administrators, or assigns.

50 me 764

Mark Back

IN WITNESS WHEREOF, Assignors have executed this Assignment at Pelham, Alabama, on this the 18 day of ma, 1983.

Levy S. Zenylen
Terry D. Templin

Beverly R. Templin

State of Alabama Shelby County

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Terry D. Templin and wife, Beverly R. Tempuin 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 the conveyance they executed the same voluntarily, on the day the same bears date.

Given under my hand this \_ 18 =

day of