

876

STATE OF ALABAMA )

COUNTY OF Shelby )

ASSIGNMENT OF MORTGAGE AND MORTGAGE INDEBTEDNESS

FOR VALUABLE CONSIDERATION in hand paid to the under-  
signed, James M. Powers and wife, Barbara T. Powers  
("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 en-  
cumbered thereby executed by John W. Reynolds and wife, Linda G.  
Reynolds, as mortgagor,  
to James M. Powers and wife, Barbara T. Powers  
as mortgagee, which mortgage bears date of June 17  
1978, and is recorded in Real Volume (Book) 381  
at Page 798 & 799, 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.

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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 es-  
tate mortgage is Nine Thousand Thirty Eight Dollars and Sixty-Three Cents  
Dollars, bearing interest at the rate of 9.41968  
per cent per annum requiring monthly installments of principal  
and interest included in the amount of One Hundred Thirty-One  
Dollars and Thirty-Nine 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 promis-  
sory 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 coun-  
terclaim which would affect the validity of said promissory note  
and said real estate mortgage or the payment of the debt eviden-  
ced by said promissory note and secured by said real estate mort-  
gage and herein assigned unto Assignee, its successors and assigns.

110 Green Springs Highway  
Post Office Box 57073  
Homewood, Alabama 35259

IN WITNESS WHEREOF, the Assignor has caused this assignment to be executed under seal this 15th day of June, 19 83.

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

James M. Powers (SEAL)

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

Barbara T. Powers (SEAL)

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1983 JUN 17 AM 9:20

Rec 3.00  
Ind 1.00  
4.00

ACKNOWLEDGMENT

STATE OF ALABAMA )

COUNTY OF Shelby )

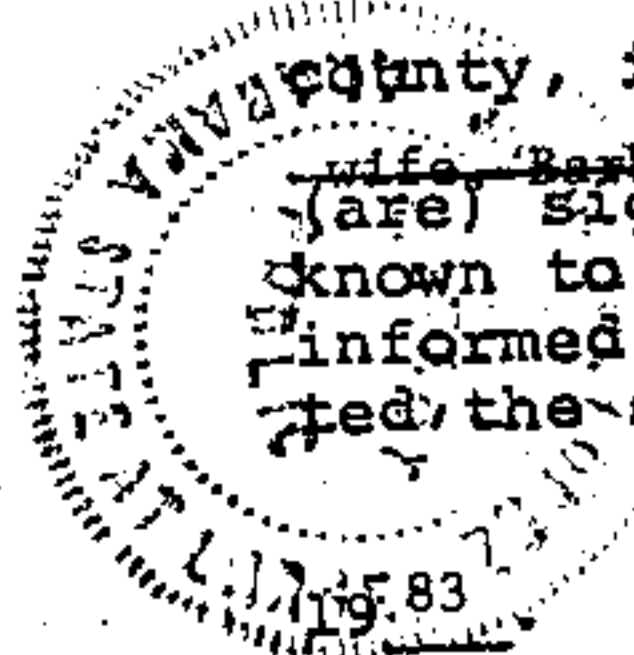
I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that James M. Powers and wife, Barbara T. Powers, whose name(s) is (are) signed to the foregoing instrument, and who is (are) known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand this 15th day of June, 19 83.

James M. Powers  
Notary Public

My commission expires:

My commission expires 6/9/86



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BOOK