

STATE OF ALABAMA

1044)

COUNTY OF Shelby)

ASSIGNMENT OF MORTGAGE AND MORTGAGE INDEBTEDNESS

FOR VALUABLE CONSIDERATION in hand paid to the undersigned, Anne P. Predmore ("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 Charles G. Kessler Jr. and wife Nina J. Kessler, as mortgagor, to Anne P. Predmore as mortgagee, which mortgage bears date of September 3, 1980, and is recorded in Real Volume (Book) 405, at Page 557, 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 Three thousand three hundred and sixty nine dollars and 67/100 Dollars, bearing interest at the rate of 9% per cent per annum requiring monthly installments of principal and interest included in the amount of Fifty-eight dollars and ninety cents (\$58.90) 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

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

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IN WITNESS WHEREOF, the Assignor has caused this assignment to be executed under seal this 26th day of September, 19 84.

WITNESS:

[Signature]

Anne P. Predmore (SEAL)
Anne P. Predmore

WITNESS:

_____ (SEAL)

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Anne P. Predmore, 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, she executed the same voluntarily on the day the same bears date.

Given under my hand this 26th day of September 19 84.

STATE OF ALABAMA
I CERTIFY THIS INSTRUMENT WAS FILED
1984 SEP 28 AM 9:25

Kathy L. McElroy
Notary Public

My commission expires:
My Commission Expires June 15, 1985

RECORDING FEES

Recording Fee	\$ 5.00
Index Fee	1.00
TOTAL	\$ 6.00