

STATE OF ALABAMA  
COUNTY OF SHELBY

1338

A S S I G N M E N T

KNOW ALL MEN BY THESE PRESENTS that CENTRAL BANK OF BIRMINGHAM, a state banking association, (hereinafter referred to as "Assignor") for and in consideration of the sum of FOUR HUNDRED SEVENTY SEVEN THOUSAND EIGHT HUNDRED NINETY SIX AND 22/100 (\$477,896.22) DOLLARS to it in hand paid by FIRST SOUTHERN FEDERAL SAVINGS AND LOAN ASSOCIATION, a federally chartered savings and loan association, (hereinafter referred to as "Assignee") does hereby TRANSFER, SET OVER and ASSIGN unto the said Assignee, that certain PROMISSORY NOTE in the original amount of SEVEN HUNDRED FIFTY THOUSAND AND NO/100 (\$750,000.00) DOLLARS, dated February 25, 1981, made by Altadena Manor, Ltd., an Alabama limited partnership, and being payable to Assignor, or order;

AND, for the same consideration, the said Assignor does hereby TRANSFER, SET OVER and ASSIGN unto the said Assignee that certain MORTGAGE AND SECURITY AGREEMENT made by Altadena Manor, Ltd. to Assignor, dated February 25, 1981, and recorded in Book 411, Page 68, et seq., and re-recorded in Real Property Book 2029, Page 560, et seq., of the Shelby County, Alabama, Probate Court Records.

AND, for the same consideration, the said Assignor does hereby TRANSFER, SET OVER and ASSIGN unto the said Assignee that certain CONSTRUCTION LOAN AGREEMENT made by and between Altadena Manor, Ltd. and Assignor, dated February 25, 1981.

AND, said Assignor does hereby TRANSFER, SET OVER and ASSIGN unto the said Assignee all of its right, title and interest which it has by virtue of the said MORTGAGE AND SECURITY AGREEMENT in and to the premises and property designated in said instrument; it being the intention of the undersigned to transfer the said debt and the Note which evidences the same and all security pledged as security for the payment of same.

Assignor, for itself, its successors and assigns, warrants that said PROMISSORY NOTE, MORTGAGE AND SECURITY AGREEMENT and CONSTRUCTION LOAN AGREEMENT, above mentioned, are valid and subsisting, that the

*Ms Fadden et al*

BOOK 006 PAGE 366

signatures thereto are in all respects genuine, that is has a good right to sell, transfer, assign and set over the same unto the said Assignee, that within the knowledge of Assignor, the loan is not in default on the date hereof, that it has not taken or permitted to be taken any action which would waive, modify or terminate any of Assignor's rights contained in the said loan documents and it has no knowledge of the occurrence of such action, that the sum of FOUR HUNDRED SIXTY FOUR THOUSAND FIVE HUNDRED AND NO/100 (\$464,500.00) DOLLARS in principal plus the sum of THIRTEEN THOUSAND THREE HUNDRED NINETY SIX AND 22/100 (\$13,396.22) DOLLARS in accrued interest remains unpaid thereon. This Assignment is without recourse.

IN WITNESS WHEREOF, Assignor has caused these presents to be executed by its undersigned duly authorized officer and its seal to be affixed hereto on this the 15<sup>th</sup> day of October, 1984.

Central Bank of the South, formerly

CENTRAL BANK OF BIRMINGHAM,  
a state banking association

By: *Philip R. Webb*

As its: *Corporate Real Estate Officer*

[SEAL]

STATE OF ALABAMA  
COUNTY OF Jefferson

I, the undersigned Notary Public in and for said State and County, hereby certify that Philip R. Webb, whose name as Corp. Real Estate Officer of CENTRAL BANK OF BIRMINGHAM, a state banking association, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said association.

DATED this the 15<sup>th</sup> day of October, 1984.

*Frances R. Seale*  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MAY 23, 1987

THIS INSTRUMENT PREPARED BY:  
Ray G. Riley, Jr.  
Attorney At Law  
McFADDEN, RILEY & PARKER  
718 Downtowner Blvd.  
Mobile, Alabama 36609

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1984 OCT 24 AM 11:29

RECORDING FEES

Recording Fee \$ 5.00

Index Fee 1.00

TOTAL \$ 6.00