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ASSIGNMENT OF MORTGAGE

STATE OF ALABAMA)

JEFFERSON COUNTY)

FOR VALUE RECEIVED, the undersigned, BANK OF ALABAMA (formerly Citibank of Alabama/Fultondale) (herein called "Assignor"), does hereby grant, bargain, sell, transfer, convey, assign and deliver unto SOUTHTRUST BANK OF ALABAMA, NATIONAL ASSOCIATION, a national banking association (herein called the "Assignee"), its successor and assigns, that certain mortgage dated the 15th day of SEPTEMBER, 1982, and recorded in Real Property Book 423, page 412, of the Probate Records of SHELBY County, Alabama, which was executed by D & D COMPANY, A PARTNERSHIP OF RICHARD REESE AND DONALD GHAREEB, ("Mortgagor") to Assignor to secure an indebtedness in the amount of ONE HUNDRED THIRTY THOUSAND AND 00/100 DOLLARS (\$ 130,000.00) which is evidenced by a promissory note dated September 15, 1982, which has been contemporaneously herewith endorsed and transferred to the Assignee, together with all right, title and interest of Assignor in and to the lands and property described in said mortgage.

TO HAVE AND TO HOLD unto Assignee and to its successors and assigns forever.

SouthTrust Bank of Alabama, National Association
Collateral Department -Commercial
P. O. Box 2554
Birmingham, Alabama 35290

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This Assignment is made without recourse against Assignor. Assignor covenants with Assignee that:

1. The indebtedness evidenced by the aforesaid note and secured by the mortgage is presently outstanding in the face amount of \$ 104,000.00;

2. Interest on the Note has been paid to OCTOBER 15,
1984;

3. Assignor has no knowledge of any default by Mortgagor in any of its obligations contained in said note and mortgage;

4. Assignor has not, without the consent or approval of Assignee, at any time or times extended the time for performance or otherwise altered or modified any of the conditions, covenants, provisions or terms contained in said mortgage or note;

5. Assignor is the legal and equitable owner of said mortgage and note, with full power to sell and assign the same;

8. Assignor has executed no prior assignment or pledge thereof;

7. Assignor has executed no release, discharge, satisfaction or cancellation of said mortgage and note;
8. Assignor has executed no release of any portion of the security described therein.

IN WITNESS WHEREOF, Assignor has caused these presents to be executed for and in its name and its seal to be hereto affixed and attested by its duly authorized officers on this the 7th day of NOVEMBER, 1984.

ATTEST:

BANK OF ALABAMA
(formerly Citibank of
Alabama/Fultondale)

By:

its

STATE OF ALABAMA)
COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ray Sutter whose name as Vice President of BANK OF ALABAMA (formerly Citibank of Alabama/Fultondale) 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.

Given under my hand and official seal this 7th day of November, 1984.

Jo Carl Spears
NOTARY PUBLIC

My Commission Expires:
My Commission Expires August 22, 1988

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

1984 NOV 14 AM 9:26

Thomas W. [unclear]
JUDGE OF PROBATE

Rec. 750
100
850

