

706  
This instrument was prepared by:  
Jerry E. Held  
SIROTE, PERMUTT, FRIEND,  
FRIEDMAN, HELD & APOLINSKY, P.C.  
2222 Arlington Avenue  
Birmingham, Alabama 35255

TRANSFER OF AN INTEREST  
IN NOTE AND MORTGAGE WITH RECOURSE

STATE OF ALABAMA)  
JEFFERSON COUNTY)

For Value received the undersigned David Staff, Broker, Inc. a corporation organized and existing under the laws of the State of Alabama, does hereby grant, bargain, sell, convey, assign and deliver unto Mr. and Mrs. David Bunkin, an interest in that certain mortgage executed by Roderick H. Henderson and wife Myra J. Henderson to David Staff, Broker, Inc., together with a promissory note as evidence of such indebtedness, the principal balance being in the sum of \$ 16,550.00, the note and mortgage being dated the 13th day of November, 1985, and being filed for record on the 19th day of November, 1985, in the office of the Judge of Probate of Shelby County, Alabama, in Volume 049 on Page 711 (and in the event there have been any subsequent transfers of the said mortgage, the last of such subsequent transfers appears at Volume N/A, Page N/A) together with the indebtedness reflected by said note and mortgage, and all interest of the undersigned in and to the lands and properties described in said mortgage.

By accepting and filing for record this assignment, in respect to the mortgage and debt referred to hereinabove, the assignee first recognizes and agrees that assignee is receiving an interest in the mortgage and the indebtedness for a period of 120 months, which interest in said mortgage and debt shall have the same priority and title protection as the full mortgage, but shall be ahead of and prior to any other interest in the said mortgage. Assignee recognizes, therefore, that assignee will be paid in full assignee's portion of the mortgage and debt before the complete mortgage and debt are paid in full and, necessarily, the assignee will at the time of such payment in full to assignee be required to reassign and retransfer the note, debt and mortgage. Assignee shall reassign and transfer the note, debt and mortgage to the assignor within thirty days from such full payment to the assignee, and, in the event assignee fails to do so within such thirty day period, then assignee designates and appoints assignor as and for the true and lawful agent of assignee for the sole and only purpose of reconveying and retransferring the said note, debt and mortgage. Assignee agrees that the assignor may file for record in the same probate court where the assignment is filed and recorded an affidavit which shall identify the mortgage, note and debt and which shall recite, under oath, by assignor, or a duly authorized officer of assignor, that the portion of the debt assigned herein to the assignee has in fact been paid to the assignee. The filing and recording of such an affidavit shall constitute a reassignment and reconveyance of the note, mortgage and debt.

It is expressly understood and agreed by assignor that the within transfer and assignment of an interest in the said note and mortgage is with recourse to the assignor. In consideration of the foregoing obligation by assignor, the assignee, and any subsequent assignee, agree and consent

BOOK 052 PAGE 527  
✓ *Sirote, Permutt*

that the assignor, undersigned, may charge, keep, have and retain any late charges, additional interest charges, prepayment penalties and other benefits. Furthermore, assignor shall have at all times the right to collect and manage the collection and the processing of the mortgage and note, and this right, privilege and control shall apply to any subsequent assignee.

DAVID STAFF, BROKER, INC.

BY: [Signature]  
Its: [Signature]

STATE OF ALABAMA)

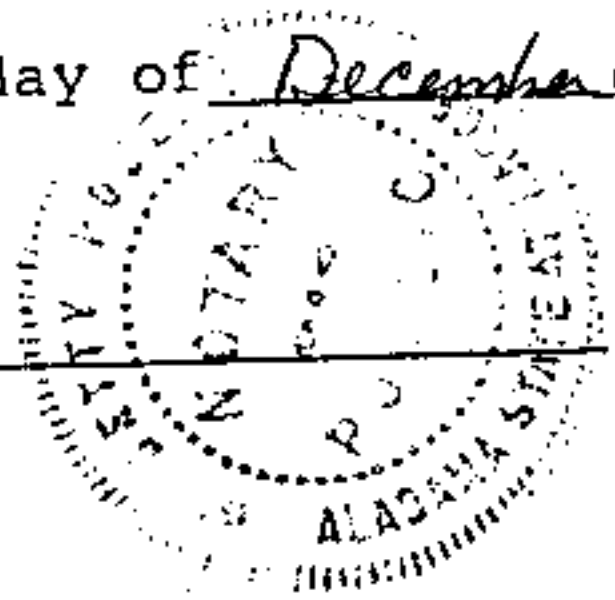
JEFFERSON COUNTY)

I the undersigned, a Notary Public in and for said County, in said State, hereby certify that David Staff whose name as President of David Staff, Broker, Inc., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of said conveyance, he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 5<sup>th</sup> day of December 1985.

[Signature]  
NOTARY PUBLIC

My Commission Expires: 3/6/88



STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1985 DEC 11 AM 11:01

[Signature]  
JUDGE OF PROBATE

RECORDING FEES	
Recording Fee	\$ <u>500</u>
Index Fee	<u>100</u>
TOTAL	\$ <u>600</u>