

40-802899  
Pool # 031872

ASSIGNMENT OF MORTGAGE

1596

STATE OF ALABAMA )

JEFFERSON COUNTY )

KNOW ALL MEN BY THESE PRESENTS, That Jefferson Federal Savings & Loan Association of Birmingham for value received to it in hand paid by Federal National Mortgage Association hereinafter called Assignee, does hereby grant, bargain, sell and convey and assign unto the said Assignee that certain mortgage executed by Donald W. Deville & Cheryl C. Deville and recorded in Volume 450 Page 1698, of the records of the Probate Court, of Shelby County, Alabama, together with the debt secured thereby and all rights, title and interest in and to the property therein described, without recourse against said Jefferson Federal Savings & Loan Association of Birmingham.

IN WITNESS WHEREOF, Jefferson Federal Savings & Loan Association of Birmingham, has caused this conveyance to be signed by Rich Romano its Vice President on 8-12, 19 86.

JEFFERSON FEDERAL SAVINGS & LOAN  
ASSOCIATION OF BIRMINGHAM

By: Rich Romano  
Vice President

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public in for said State in said County, hereby certify that Rich Romano whose name as Vice President of JEFFERSON FEDERAL SAVINGS & LOAN ASSOCIATION OF BIRMINGHAM is signed to the foregoing conveyance, and who is known to me, acknowledged before me this day, that being informed of the contents of the 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 official seal on 8-12, 19 86.

Margaret S. Romano  
Notary Public

My commission expires 3-12-90



Jeff Fed -  
215 No.

BOOK 096 PAGE 264

THE STATE OF ALABAMA )

~~XXXXXXXXXXXXXX~~ )

SHELBY COUNTY

MEMORANDUM OF AGREEMENT

This Agreement made and entered into on this 20th day of June, 19 86, by and between Donald W. & Cheryl C. Deville (hereinafter referred to as "Borrower"), and JEFFERSON FEDERAL SAVINGS & LOAN ASSOCIATION OF BIRMINGHAM, a federally chartered savings and loan association (hereinafter referred to as "Association").

W I T N E S S E T H:

WHEREAS, Donald W. Deville and Cheryl C. Deville did on, to-wit: the 25 day of May, 19 84, execute to the Association a mortgage covering certain real property located and situated in Shelby County, Alabama, which said mortgage is recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Real Volume 450, Page 698, reference being hereby made to said record for a particular description of said property, said mortgage and the note therein described assumed by NA and NA, on the NA day of NA, 19 NA and

WHEREAS, the balance due on the indebtedness secured by said mortgage is \$ 74,981.27, and

WHEREAS, Borrower is desirous of converting said note and mortgage from an adjustable rate loan (AML) to a fixed rate mortgage loan.

NOW, THEREFORE, in consideration of the premises and other value consideration in hand paid by the parties hereto to each other, the receipt, adequacy and sufficiency whereof is hereby acknowledged, the parties hereto covenant and agree as follows:

1. That the balance of the indebtedness securing said mortgage is in the amount of \$ 74,981.27.
2. That Borrower agrees to pay said balance of \$ 74,981.27 in accordance with the following loan plan of the Association:

Borrower shall pay to the Association the balance due on said note and mortgage with interest at the rate of 10.125 percent (10.125%) per annum payable in equal monthly installments of \$ 866.21, including principal and interest with the first such monthly installment being due and payable on the 1 day of July, 19 86, and a like sum of \$ 866.21 on the first day of each successive month thereafter to and including the 1 day of June, 19 99, on which said latter date the entire unpaid balance of principal together with all accrued interest shall be due and payable unless sooner paid. Each of said monthly installments shall be applied first to the payment of accrued interest on the unpaid balance of principal, and the remainder of said installments shall be applied to the reduction of principal.

BOOK 096 PAGE 265

Pool # 031872

3. That, except as modified by this agreement, all of the conditions, obligations, agreements and stipulations made in the original mortgage and note shall remain in full force and effect, and especially those provisions set forth in said mortgage in regard to default and foreclosure.

IN WITNESS WHEREOF, the parties hereto and hereunder have set their hands and seals in duplicate, on the date hereinabove first written.

[Signature] (SEAL)  
Borrower Donald W. Deville

[Signature] (SEAL)  
Borrower Cheryl C. Deville

JEFFERSON FEDERAL SAVINGS &  
LOAN ASSOCIATION  
"Association)" TO SECRETARY OF TREASURY

BY: [Signature]  
Its: [Signature]

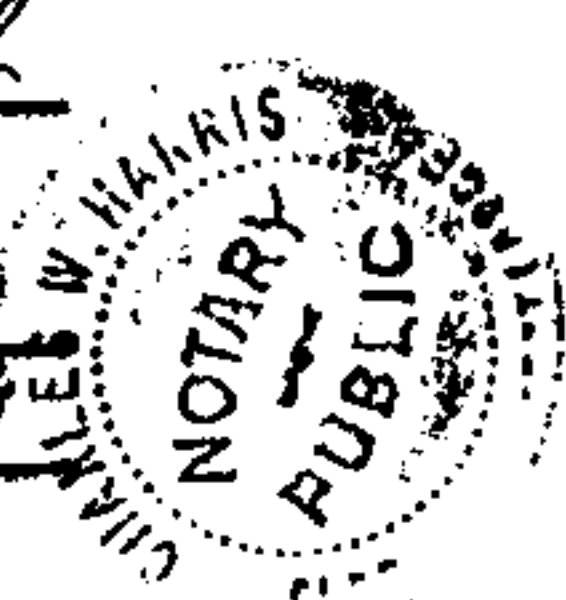
BOOK 096 PAGE 266

THE STATE OF ALABAMA )  
JEFFERSON COUNTY )  
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that DONALD W. DEVILLE and CHERYL C. DEVILLE, whose names as Borrowers are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office, this 20th day of June, 1986.

[Signature]  
NOTARY PUBLIC  
My Commission Expires: 1989



THE STATE OF ALABAMA )  
JEFFERSON COUNTY )  
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that CHARLES B. BERNHARD III whose name as ASST. Vice President of Jefferson Federal Savings and Loan Association of Birmingham, a corporation, 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 the corporation.

Given under my hand and seal of office this 27th day of July, 1986.

[Signature]  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_



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

1986 OCT 20 AM 10:52

[Signature]  
JUDGE OF PROBATE

Rec. 750  
100  
850

MY COMMISSION EXPIRES SEPTEMBER 27, 1989