

1601

00-40-801025  
Pool # 031822

### ASSIGNMENT OF MORTGAGE

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 Spence Gibson Mayner and Beth Packman Mayner and recorded in Volume 447, Page 01, 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 William E. Dean Sr. its Vice President on 8-12, 19 86.

JEFFERSON FEDERAL SAVINGS & LOAN  
ASSOCIATION OF BIRMINGHAM

By: William E. Dean Sr.  
Vice President

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public in for said State in said County, hereby certify that William E. Dean Sr. 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 D. Romano  
Notary Public

My commission expires 3-12-90

BOOK  
096 PAGE 273



Jeff Fed.

THE STATE OF ALABAMA )

SHELBY )  
JEFFERSON COUNTY )

Loan # 00-40-801025

MEMORANDUM OF AGREEMENT

This Agreement made and entered into on this 9th day of May, 19 86, by and between Spence Gibson Maynor SGM and Beth Pockman Maynor BPM (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, Spence Gibson Maynor SGM and Beth Pockman Maynor BPM did on, to-wit: the 11th day of April, 1984, 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 BOOK 447, Page 01, 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 \$ 74,281.92; 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 \$ 74,281.92.
2. That Borrower agrees to pay said balance of \$ 74,281.92 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 10.25 percent ( 10.25 %) per annum payable in equal monthly installments of \$ 673.13, including principal and interest with the first such monthly installment being due and payable on the 1st day of June, 1986, and a like sum of \$ 673.13 on the first day of each successive month thereafter to and including the 1st day of May, 2014, 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.

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.

*Spence G. Maynor*  
Borrower Spence G. Maynor

*Beth Pockman Maynor*  
Borrower Beth Pockman Maynor

JEFFERSON FEDERAL SAVINGS &  
LOAN ASSOCIATION  
"Association"

BY: *Charles B. Bernhardt*  
Its: *Asst. Vice President*

THE STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that *Spence G. Maynor* and *Beth Pockman Maynor*, 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 *19th* day of *May*, 19*86*.

*Pamela D. Gern*  
NOTARY PUBLIC  
My Commission Expires

MY COMMISSION EXPIRES SEPTEMBER 27, 1988

THE STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that *Charles B. Bernhardt 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 *19th* day of *May*, 19*86*.

*Pamela D. Gern*  
NOTARY PUBLIC  
My Commission Expires

MY COMMISSION EXPIRES SEPTEMBER 27, 1988

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1986 OCT 20 AM 10:55

*Thomas W. Schumaker, Jr.*  
JUDGE OF PROBATE

RECORDING FEES  
Recording Fee \$ *7.50*  
Index Fee *1.00*  
TOTAL \$ *8.50*