

1602

00-40-80100
Pool # 031872

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 Thomas M. Lloyd and recorded in Volume 447, Page 483, 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 Larry Conville its Vice President on August 12, 19 86.

JEFFERSON FEDERAL SAVINGS & LOAN
ASSOCIATION OF BIRMINGHAM

By: Larry Conville
Vice President

STATE OF ALABAMA)

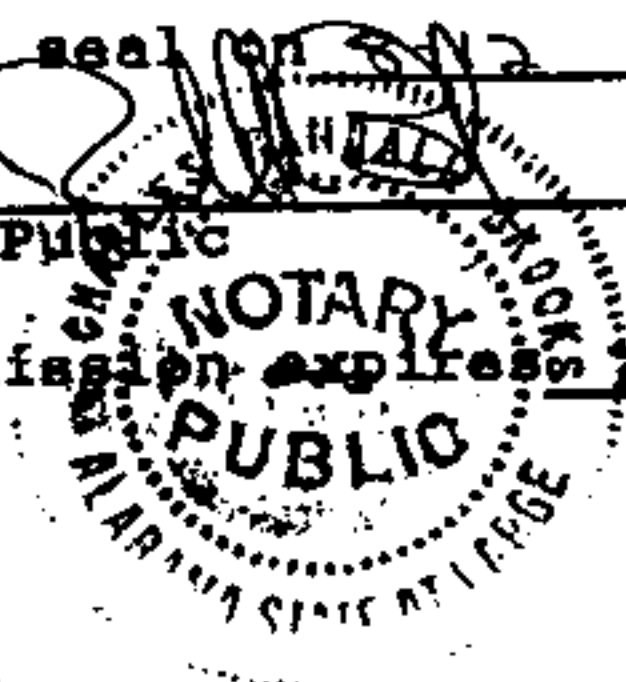
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in for said State in said County, hereby certify that Larry Conville 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 Aug 12, 19 86.

Notary Public

My commission expires 8-7-88



Jeff. Fed.

BOOK 096 PAGE 279

00-70 0000
Pool # 031872

JEFFERSON COUNTY)

Shelby

MEMORANDUM OF AGREEMENT

This Agreement made and entered into on this 25th day of April, 1986, by and between Thomas W. Lloyd (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:

and _____ did on,
to-wit: the 23rd 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 Book~~ ^{Book} Volume ~~XXX~~ Book
447, Page 483, 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 _____
day of _____, 19 _____; and

WHEREAS, the balance due on the indebtedness secured by said mortgage is \$59,394.89; 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 \$ 59,394.89.
2. That Borrower agrees to pay said balance of \$ 59,394.89 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 \$538.23, including principal and interest with the first such monthly installment being due and payable on the first day of June, 1986, and a like sum of \$538.23 on the first day of each successive month thereafter to and including the first 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.

BOOK PAGE 280

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.

Thomas W. Lloyd (SEAL)
Borrower Thomas W. Lloyd

(SEAL)
Borrower

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 Thomas W. Lloyd and Charles B. Bernhardt, 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 25th day of April, 1986.

Henry J. Bow
NOTARY PUBLIC
My Commission Expires SEPTEMBER 22, 1989

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 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 17th day of May, 1986.

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

Pamela D. Darn
NOTARY PUBLIC
My Commission Expires _____

RECORDING FEES

1986 OCT 20 AM 10: 57

Recording Fee \$ 7.50
Index Fee 1.00
TOTAL \$ 8.50

MY COMMISSION EXPIRES SEPTEMBER 27, 1989

F. Thomas G. Anderson, Jr.
JUDGE OF PROBATE