

1738
STATE OF ALABAMA)

COUNTY OF Shelby) 1769

ASSIGNMENT OF MORTGAGE AND MORTGAGE INDEBTEDNESS

FOR VALUABLE CONSIDERATION in hand paid to the undersigned,

Thomas Hays McDow and wife, Martha J. McDow
("Assignor"), by CHRYSLER FIRST FINANCIAL SERVICES CORPORATION, a
corporation ("Assignee"), the receipt and sufficiency of which is hereby
acknowledged, the Assignor does hereby grant, bargain, sell, transfer,
convey, deliver, set over, and assign unto Assignee, its successors
and assigns, all of its right, title and interest in and to that certain
real estate mortgage and real estate encumbered thereby executed by _____
John A. Mercer and wife, Linda B. Mercer, as mortgagor,
to Thomas Hays McDow and wife, Martha J. McDow,
as mortgagee, which mortgage bears date of September 27, 1985,
_____, and is recorded in Real Volume (Book) 42,
at Page 942, et seq. of the mortgage records in the Office of the
Judge of Probate of Shelby County,
Alabama, together with the debt and promissory note evidencing said debt
secured thereby.

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The Assignor warrants, covenants and represents unto Assignee
that the current unpaid principal balance of the debt evidenced by said
promissory note and secured by said real estate mortgage is Twenty-three
thousand nine-hundred seventy two & 20/100 Dollars, bearing interest at the rate of
10 (Ten) per cent per annum requiring monthly
installments of principal and interest included in the amount of _____
Two hundred sixty eight & 65/100 Dollars.

The Assignor warrants, covenants and represents unto Assignee
that all payments of principal and interest required by said promissory
note and secured by said real estate mortgage are current to the date
hereof; that there has been no default by the obligor/mortgagor as to the
terms and provisions of said promissory note and said real estate mortgage;
and that this assignment of said promissory note and real estate mortgage
does not violate the terms and provisions of any agreement, instrument or
document to which the Assignor is a party.

The Assignor warrants, covenants and represents unto Assignee
that it has no knowledge of any defense, setoff or counterclaim which
would affect the validity of said promissory note and said real estate
mortgage or the payment of the debt evidenced by said promissory note
and secured by said real estate mortgage and herein assigned unto Assignee,
its successors and assigns.

Chrysler First Financial Serv.

IN WITNESS WHEREOF, the Assignor has caused this assignment to be executed under seal this 17th day of February, 19 87.

WITNESS:

15 m Jull

Thomas Hays McDow (SEAL)
Thomas Hays McDow

WITNESS:

15 m Jull

Martha J. McDow (SEAL)
Martha J. McDow

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Thomas Hays McDow and wife, Martha J. McDow, whose name(s) is (are) signed to the foregoing instrument, and who is (are) known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, has executed the same voluntarily on the day the same bears date.

Given under my hand this 17th day of February, 19 87.

Kathy S. McDow
Notary Public

My commission expires:

6/13/89

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

1987 FEB 20 AM 9:25

Thomas H. J. J. J.
JUDGE OF PROBATE

1. Recording Fee 5.00
2. Indexing Fee 1.00
TOTAL 6.00

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