

County of Shelby

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V.P.

ORIGINAL

FEDERAL HOME LOAN BANK OF CINCINNATI

POST OFFICE BOX 598

CINCINNATI, OHIO 45201

(Use a separate Assignment Form for each County)
(Do not use for Registered Land)

ASSIGNMENT OF MORTGAGES

THIS, ASSIGNMENT, dated 2-4-88, WITNESSETH THAT:

Mid-America Federal Savings and Loan Association *

(Name)

4181 ArlingGate Plaza, Columbus, Ohio 43228

(Mailing Address)

a corporation (herein called "Assignor"), in consideration of the sum of \$1.00 and other good and valuable consideration to it paid by FEDERAL HOME LOAN BANK OF CINCINNATI (herein called the "Bank"), whose address is Post Office Box 598, Cincinnati, Ohio 45201, receipt whereof is hereby acknowledged, hereby grants, bargains, sells and conveys to the Bank, its successors and assigns, the mortgages or deeds of trust (herein called the "Mortgages") owned by Assignor of real estate described in Schedule A hereto annexed and hereby made a part hereof as fully as if set forth herein at length, together with the notes or other primary obligations (herein called the "Notes") secured by the Mortgages listed in Schedule A and all indebtedness evidenced by, to become due on, and secured by, said Mortgages and Notes, and together with all shares of stock referred to in said instruments and all the estate, title and interest of Assignor in and to such Mortgages, Notes and shares of stock.

Assignor hereby covenants with the Bank (a) that it is the true and lawful owner of the Mortgages and Notes hereby conveyed and has full power to convey the same, that its ownership thereof and its title thereto is free, clear and unencumbered and that Assignor does warrant and will defend the same against all claim or claims of all persons whomsoever; (b) that each of the said Mortgages listed in Schedule A is eligible as collateral for advances to Members of the Bank under the Federal Home Loan Bank Act as amended; (c) that none of such Mortgages or Notes are the personal obligation of any director, officer, employee, attorney or agent of the Bank or of the Assignor; (d) that not more than two years of accrued taxes remain unpaid on any of any of the parcels of real estate covered by said Mortgages; and (e) that the information with respect to each of the Mortgages and Notes set forth in Schedule A describing the said Mortgages and Notes is true and correct.

This Assignment is made by Assignor to secure the repayment of all indebtedness now owed or hereafter owing from Assignor to the Bank, as evidenced by Assignor's note or notes payable to the order of the Bank, whether now or hereafter executed. Assignor agrees that in the event of default by Assignor in the payment of any such indebtedness and interest due thereon, or in complying with the terms of the notes evidencing such indebtedness or of any collateral pledge agreement given by Assignor in connection therewith, or of any agreement evidencing, securing or relating to such indebtedness, the Bank or its assigns, at its option may sell all or any of the Notes, Mortgages and stock hereby assigned at private or public sale or exercise any other remedy available hereunder or at law or in equity. Assignor covenants and agrees that, at its sole cost and expense, it shall (i) observe and perform, or cause to be observed and performed, each and every term, covenant and provision of the Mortgages and Notes, if any, on the part of the Assignor thereunder to be observed and performed, (ii) promptly send copies of all notices of default which Assignor shall send or receive under the Mortgages and Notes to Bank, (iii) enforce the observance and performance of each and every term, covenant and provision of the Mortgages and Notes to be observed and performed by the borrowers thereunder, and (iv) except as otherwise directed by Bank, appear in and defend any action or proceeding arising under or in any manner connected with the Mortgages and Notes or with the obligations and undertakings of the borrower or the Assignor thereunder.

This Assignment shall not be deemed or construed to obligate Bank to take any action or incur any expense or to perform or discharge any obligation, duty or liability under any of the Mortgages or Notes, and Assignor hereby agrees to indemnify and hold Bank harmless from and against all liability, loss or damage, including, but not limited to, reasonable attorneys' fees, which Bank may or might incur under any of the Mortgages or Notes or under or by reason of this Assignment and from and against any and all claims whatsoever which may be asserted against Bank in connection with the Mortgages, Notes or this Assignment except those arising out of the willful or grossly negligent acts or omissions of Bank.

Subject to the provisions of this Assignment hereinafter set forth, Bank waives the right of collecting amounts due under the Mortgages and Notes ("Payments"), and grants Assignor the right to collect the Payments. The right of Assignor to collect the Payments may be revoked by Bank upon any default by Assignor in the observance or performance of any of the terms, covenants or provisions of this Assignment or of any agreement now or hereafter executed, between Assignor and Bank or this Assignment on Assignor's part to be observed or performed or upon the occurrence of any one of the events described in any agreement, now or hereafter executed, which would entitle the Bank, at its option, to declare the amounts owed to Bank by Assignor (the "Debt") immediately due and payable (each of the above hereinafter referred to as an "Event of Default"), by giving notice of such revocation to Assignor. Following such notice Bank may retain and apply the Payments toward payment of the Debt or any other sums due Bank in connection herewith or in connection with the Debt in such priority and proportions as Bank, in its sole discretion, shall deem proper, or to the enforcement, protection or servicing of the Mortgages and Notes.

Upon the occurrence of an Event of Default, the borrowers under the Mortgages and Notes shall, upon notice from Bank of the occurrence of such an Event of Default, thereafter pay to Bank or to any appointed receiver the Payments due or to become due under the Mortgages and Notes without any obligation to determine whether or not such an Event of Default does in fact exist and Assignor shall facilitate in all reasonable ways the collection of the Payments by Bank, and will, upon the request of Bank, execute written notices to the borrowers under the Mortgages and Notes directing said borrowers to pay the Payments to Bank.

Upon the occurrence of an Event of Default, Bank shall have the right, at its option, to cancel, renew, modify, release or extend (i) the repayment of any indebtedness evidenced by the Notes and Mortgages, or (ii) the Notes and Mortgages themselves, and to perform all necessary and proper acts and to expend such sums out of the Payments as may be necessary in connection with the enforcement, protection or servicing of the Notes and Mortgages, in the same manner and to the same extent as Assignor theretofore might do. Assignor hereby releases and waives all claims against Bank arising out of such actions. Assignor shall indemnify Bank against any expense, cost, liability or claim which Bank may incur, or which may be asserted against Bank in connection with the exercise of its rights hereunder, and any such expense shall be a part of the indebtedness owed by Assignor to Bank and secured by this Assignment.

*Formerly known as Franklin FS&LA, Ohio FS&LA of Columbus, First FS&LA of Columbus & Bexley, Mutual L&S, Chillicothe, State Fidelity, and Seneca County B&LA of Tiffin

This Instrument was Prepared By:
Taft, Stettinius & Hollister
1800 First National Bank Center
Cincinnati, Ohio 45202

Endorsed:

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Nothing contained in this Assignment is intended or shall be construed to prevent Bank, in the exercise of its sole discretion, from foreclosing any of the Mortgages or otherwise enforcing the provisions thereof or of any of the Notes, in whole or in part, in accordance with the terms thereof, or from selling the same.

No alteration, extension, renewal, change, modification, release, amendment, compromise or cancellation, in whole or in part, of any term, covenant or provision of any of the Notes, the Mortgages, this Assignment or any document or agreement evidencing indebtedness of Assignor to Bank, or by and between Assignor or Bank ("Loan Documents"), in whole or in part, shall affect this Assignment in any manner or diminish or release any of the rights of Bank hereunder except as expressly agreed by Bank in writing.

Assignor hereby waives any and all legal requirements that Bank institute any action or proceeding in law or in equity against any other party, or exhaust its remedies under the Notes or the Mortgages, this Assignment or the Loan Documents, in whole or in part, or in respect of any other security held by Bank, as a condition precedent to exercising its rights and remedies under this Assignment. All remedies afforded to Bank by reason of this Assignment are separate and cumulative remedies and it is agreed that no one of such remedies, whether exercised by Bank or not, shall be deemed to be in exclusion of any of the other remedies available to Bank and such remedies shall not in any manner limit or prejudice any other legal or equitable remedies which Bank may have, including, but not limited to, all rights and remedies of Bank under the Notes, the Mortgages or the Loan Documents.

If any term, covenant or condition of this Assignment shall be held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.

Assignor hereby appoints the Bank its irrevocable attorney in fact, with full power of substitution, in its name or otherwise, but at Assignor's sole cost and expense (i) to transfer any shares of stock hereby assigned to it on the books of Assignor into the name of the Bank or its assignee, (ii) to assign by endorsement on the instrument to the Bank or its assigns any above-mentioned Note and Mortgage hereby assigned to the Bank, (iii) to execute such documents and instruments as the Bank, in its sole judgment, deems necessary or appropriate to further evidence or perfect, or more fully complete, the assignment of the Notes, the Mortgages and the aforesaid shares of stock to the Bank (including without limitation, restatements of part or all of this Assignment), (iv) to record this Assignment as a power of attorney where the Bank deems appropriate, and (v) to conduct any sale pursuant to this Assignment and to execute all documents necessary to effect a legal conveyance of said Notes, Mortgages and stock, or any of them, with full power as such attorney in fact to sign the name of Assignor to any such document and to take all lawful means for the collection of all sums due upon such Notes, Mortgages and stock, or any of them, hereby assigned, and in case of payment of any of them to discharge the instruments securing such debt, all as fully as Assignor could do if acting for itself.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its officers thereunto duly authorized and its corporate seal, if any, to be hereunto affixed the day and year first above written.

Mid-America Federal Savings and Loan Association

*Signed and acknowledged in the presence of:

(Name of Assignor)

Donna L. Jaeliff
Debra Cooper

By: Thomas C. Hoster
Executive Vice President
Thomas C. Hoster

CORPORATE SEAL

By: Stephen W. Brown
Secretary

*Witness not required in Kentucky and Tennessee

STATE OF Ohio
COUNTY OF Franklin

SS:

By: Michael S. Kappas
Michael S. Kappas, Vice President

On this _____, before me appeared Thomas C. Hoster and Stephen W. Brown to me personally known, who being by me duly sworn, did say that they are _____ Vice-President and _____ Secretary of the above-named assignor, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and said _____ Vice-President and _____ Secretary acknowledged said instrument before me to be the free act and deed of said corporation and their free act and deed as such officers for the uses and purposes in said instrument mentioned.

My commission expires

NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES FEB. 28, 1993

Notary Public, Debra Cooper

County _____ State of _____

NOTARY SEAL

This Instrument was Prepared By:

Taft, Stettinius & Hollister
1800 First National Bank Center
Cincinnati, Ohio 45202

Endorsed: _____

SCHEDULE A

Mortgages or deeds of trust of real property

Located in Shelby County and State of Alabama ;

Use a Separate Assignment Form for each County.

1.	2.	3.	4.	5.	6.	7.	8.	9.	10.
	1. Association's Mortgage or Account Number 2. Bank Number (To be Filled in by Bank)	1. Name of Original Mortgagor (Please Copy Names Exactly as they appear on Mortgage. List each Junior Mortgage, if any, in the space immediately after original Mortgage.) 2. Recorded in Book and Page Number	1. Date of Mortgage 2. Original Amount of Mortgage	1. Present Unpaid Principal (Cents omitted) 2. Original Appraisal 3. Present Appraisal (If available)	1. Payment Amount Per Period 2. Payment Frequency	1. Original Term (months) 2. Type of Loan	1. Remaining Term to maturity or 2. Remaining Term To Payoff (if less)	Current Interest Rate %	
	1. 84-54-42894 2. 11346	1. Alan Jeffrey Collier Valerie Bendall Collier 2. Book 150 Page 878	1. 9/4/87 2. \$ 112,950	1. \$ 2. \$ 3. \$	1. \$ 2.	1. 2.	1. months 2.		
	1. 84-54-43254 2. 11347	1. Jane E. Rees 2. Book 151 Page 238	1. 9/10/87 2. \$ 57,000	1. \$ 2. \$ 3. \$	1. \$ 2.	1. 2.	1. months 2.		
	1. 2.	1. 2. Book Page	1. 2. \$	1. \$ 2. \$ 3. \$	1. \$ 2.	1. 2.	1. months 2.		
	1. 2.	1. 2. Book Page	1. 2. \$	1. \$ 2. \$ 3. \$	1. \$ 2.	1. 2.	1. months 2.		
	1. 2.	1. 2. Book Page	1. 2. \$	1. \$ 2. \$ 3. \$	1. \$ 2.	1. 2.	1. months 2.		
	1. 2.	1. 2. Book Page	1. 2. \$	1. \$ 2. \$ 3. \$	1. \$ 2.	1. 2.	1. months 2.		
	1. 2.	1. 2. Book Page	1. 2. \$	1. \$ 2. \$ 3. \$	1. \$ 2.	1. 2.	1. months 2.		
	1. 2.	1. 2. Book Page	1. 2. \$	1. \$ 2. \$ 3. \$	1. \$ 2.	1. 2.	1. months 2.		
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	1. 2.	1. 2. Book Page	1. 2. \$	1. \$ 2. \$ 3. \$	1. \$ 2.	1. 2.	1. months 2.		

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COURT OF TRUST

7.50
4.00
1.00
12.50