

1863

ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT, made this 18TH day of September, 1990, by BancBoston Mortgage Corporation F/K/A Stockton, Whatley, Davin and Company, a Corporation organized under and existing pursuant to the laws of the United States of America, hereafter called "Assignor," to the Secretary of Housing and Urban Development of Washington, D.C., his successors and assigns, whose address is 600 Beacon Parkway, W. Birmingham, AL 35209, Suite 300, hereafter called "Assignee," witnesseth:

THAT for and in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America and other valuable considerations to it in hand paid by the bargain, sell, assign, transfer and set over absolutely unto Assignee all of Assignor's right, title and interest in that certain Security Instrument made and executed by Constantine Sotiropoulos and Wife, Lola Sotiropoulos, as Mortgagor, to Stockton, Whatley, Davin and Company, a Corporation organized under and existing pursuant to the laws of the United States of America, as Mortgagee, said Security Instrument being recorded in Official Records Book Number 103, Page 403-406, of the public records of Shelby County, and being subsequently assigned by the lawful owner and holder thereof by appropriate instrument recorded in the afore-said County and State, as follows:

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together with the Credit Instrument and each and every other obligation described in said Security Instrument and the money due and to become due thereon.

"TO HAVE AND TO HOLD the same unto the said Assignee and the successors and assigns of assignee forever, without recourse or warranty, except that undersigned hereby warrants that:

(a) No act or omission of the undersigned has impaired the validity and priority of the said Security Instrument;

(b) The Security Instrument is a good and valid first lien and is prior to all mechanics' and materialmen's liens filed of record regardless of when such liens attach, and prior to all liens, encumbrances, or defects which may arise except such liens or other matters as have been approved by the assignee hereunder;

(c) The sum of 82,068.31 Dollars, together with the interest from the 1ST day of February, 1989, at the rate of 10.00 % per annum, computed as provided in the said Credit Instrument, is actually due and owing under the said Credit Instrument;

(d) The undersigned has a good right to assign the said Security and Credit Instruments."

IN WITNESS WHEREOF the Assignor executed this instrument on the date and year first above written, under its seal, by its duly authorized officers.

Signed, sealed and delivered
in our presence:

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

90 OCT -1 AM 10:54

STATE OF FLORIDA
COUNTY OF

JUDGE OF PROBATE

By:

Vice President 1986

Attest:

Assistant Secretary

The foregoing instrument was acknowledged before me this 19TH day of September, 1990, by Michael C. Koster and P. Dianne Meadows to me known to be the Vice President and Assistance Secretary respectively, of the Assignor named therein, on behalf of said Assignor.

THIS INSTRUMENT WAS PREPARED BY: Carolyn Nelson

Carolyn Nelson

RETURN TO: BancBoston Mortgage Corporation
7301 Baymeadows Way
Jacksonville, Florida 32256

Shirley A. Dodd
Notary Public, State of Florida at Large
My Commission Expires: 10-3-93



SHIRLEY A. DODD
MY COMMISSION EXPIRES
October 3, 1993
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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