

Loan # 1468314

ASSIGNMENT OF MORTGAGE/DEED OF TRUST

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, UNION PLANTERS NATIONAL BANK, as Assignor herein, does hereby ASSIGN, DELIVER, TRANSFER AND SET OVER unto the COMMERCIAL FEDERAL BANK, FSB, as Assignee herein, and to its successors and assigns, all of the interest of Assignor in, to and under a certain Mortgage/Deed of Trust, including all promissory notes and any other indebtednesses of whatsoever nature described therein, said mortgage/deed of trust dated 05/01/1974, made by CHARLES R FLETCHER AND MARY FLETCHER HIS WIFE, as mortgagor/borrower, recorded on 05/02/1974 in the Record of Mortgages/Deeds of Trust Book/Volume/Libor: 338, Page/Folio: 803, Document #: in the Office of the Recorder/Register of Deeds/Chancery Court of SHELBY County, which said mortgage/deed of trust is secured by a parcel of land commonly known as:

RT 1 DEWEY BUSBY ROAD, CALERA AL 35040

LEGAL, IF REQUIRED IS ATTACHED HERETO

IN WITNESS WHEREOF, Assignor has made and duly executed this assignment to Assignee as of September 24, 1991.

Attest:

UNION PLANTERS NATIONAL BANK

Radonna Bailey
Radonna Bailey
Asst. Vice President

BY: *Sandra K. Rodgers*
Sandra K. Rodgers
Vice President

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Before me, the undersigned Notary Public, within and for said State and County, Duly commissioned and qualified personally, appeared Sandra K. Rodgers, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon her oath, acknowledged herself to be the Vice President of UNION PLANTERS NATIONAL BANK, the within named bargainer, a corporation; and that she as such Vice President being duly authorized so to do, executed the foregoing instrument for the purpose therein contained, by Sandra K. Rodgers, subscribing thereto the name of the corporations, by herself as such.

WITNESS my hand and Notarial Seal at office this 24th day of September, 1991.

Notary Public

My Commission Expires:

MY COMMISSION EXPIRES AUG. 30, 1994

Gladys Carter
Prepared and Drafted by:
When recorded return to:
Leecie Williams
Union Planters National Bank
Capital Markets Group
6077 Primacy Parkway, Suite 427
Memphis, TN 38119
(901) 762-6472

Assignee's Address:
Commercial Federal Bank, FSB
2120 South 77th Street
Omaha, Nebraska 68124

Assignor's Address:
Union Planters National Bank
6077 Primacy Parkway, Suite 427
Memphis, TN 38119

MORTGAGE

5283

THIS MORTGAGE is made this 1st day of May, 1974, between the Grantor, CHARLES R. FLETCHER and MARY FLETCHER, his wife (herein "Borrower"),

and the Mortgagee, Robinson Mortgage Company, Incorporated, a corporation organized and existing under the laws of the State of Alabama, whose address is 2130 Highland Avenue, South, Birmingham, Alabama, 35205 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of NINETEEN THOUSAND FIVE HUNDRED AND NO/100 (\$19,500.00) Dollars, which indebtedness is evidenced by Borrower's note of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 2003;

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in the County of SHELBY State of Alabama:

Commence at the SW corner of the SW 1/4 of the SW 1/4 of Section 9, Township 24 North, Range 13 East, and run East along the South line of said 1/4-1/4 Section a distance of 429.0 feet to point of beginning; thence continue East along same line a distance of 210.0 feet; thence North 210.0 feet; thence West 210.0 feet; thence South 210.0 feet to point of beginning. Situated in Shelby County, Alabama.

SUBJECT TO:

1. Advalorem taxes for the year 1974.

The proceed of this loan have been applied to the purchase price of the hereinabove described property and conveyed to mortgagors simultaneously herewith.

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

91 OCT -8 PM 2:46

[Signature]
JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mfg. Tax	\$	
3. Recording Fee	\$	5.00
4. Indexing Fee	\$	5.00
5. No Tax Fee	\$	
6. Certified Fee	\$	1.00
Total	\$	9.00

To HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate in the event this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.
2. **Payments for Taxes and Insurance.** Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower

5-2-74
Miss Book 7 Page 815
BOOK 367 PAGE 609
See Assignment
BOOK 338 PAGE 803