

THIS INSTRUMENT WAS PREPARED BY:
Leonard C. Tillman, Esq.
Balch & Bingham
P.O. Box 306
Birmingham, Alabama 35201

ADDRESS OF ASSIGNEE:
Central Bank of the South, as Trustee under
Trust Indenture dated as of July 1, 1991 with
Alabama Housing Finance Authority
701 South 32nd Street
Birmingham, Alabama 35233


STATE OF ALABAMA)
COUNTY OF SHELBY)

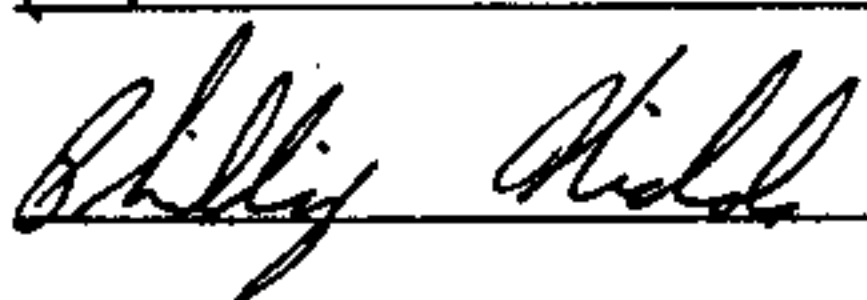
ASSIGNMENT OF NOTES, MORTGAGES AND OTHER SECURITY DOCUMENTS

KNOW ALL MEN BY THESE PRESENTS that Central Bank of the South (previously named Central Bank of Birmingham), as Trustee under Trust Indenture dated as of October 1, 1980 with Alabama Housing Finance Authority (which Trust Indenture is recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Real Property Book 505 at Page 483, et seq.) and Alabama Housing Finance Authority (collectively, "Assignor", whether one or more), for value received by Assignor in hand paid by Central Bank of the South, as Trustee under Trust Indenture dated as of July 1, 1991 with Alabama Housing Finance Authority ("Assignee"), (which Trust Indenture is recorded with the Alabama Secretary of State as Exhibit A to UCC-1 Financing Statement #91-28131 filed on July 29, 1991) does hereby convey and assign unto Assignee, and its successors and assigns, all of Assignor's right, title and interest in and to each and every of those certain mortgages and other documents and agreements ("Security Documents") copies of the first pages of which are attached hereto as Exhibit A and made a part hereof, together with the note or notes and all other indebtedness secured by each of the Security Documents and all rights and benefits thereto and thereunder, and all right, title and interest in and to the property described in each such Security Document, and all related title, hazard and other insurance, all without recourse, representation or warranty.

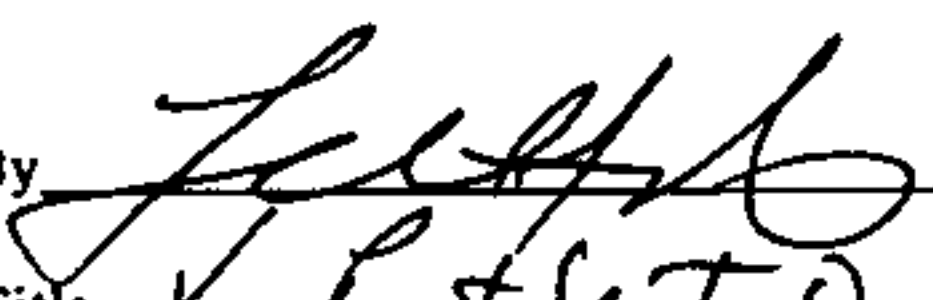
IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly and properly executed effective as of the 1st day of October, 1991.

WITNESSES:





CENTRAL BANK OF THE SOUTH
(previously named Central Bank of
Birmingham), as Trustee under Trust Indenture
dated as of October 1, 1980 with Alabama
Housing Finance Authority

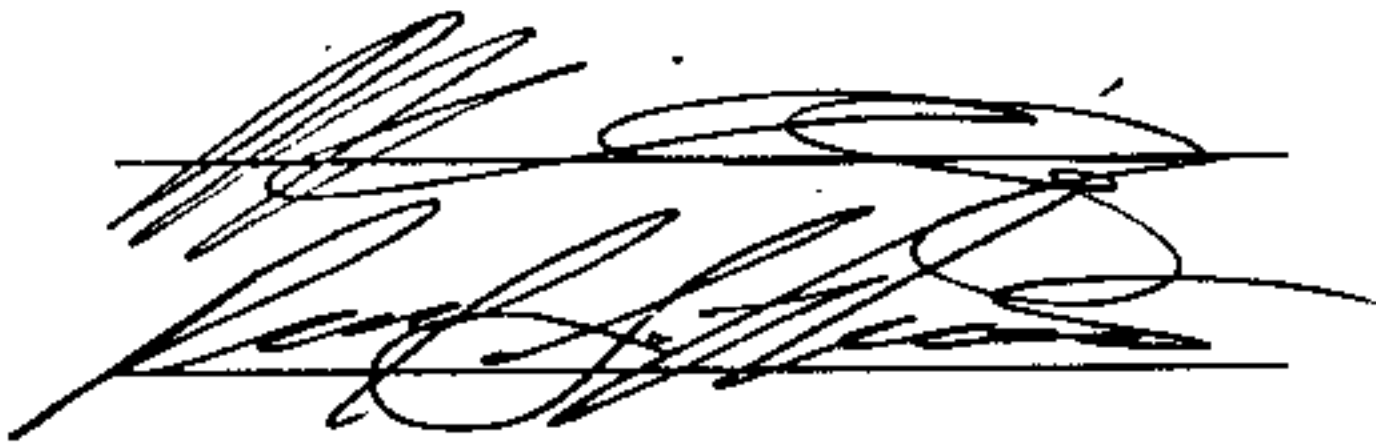
By 

Title J. P. & S. T. O.

Balch & Bingham

BOOK 372 PAGE 929

WITNESSES:



ALABAMA HOUSING FINANCE
AUTHORITY

By

Title Executive Director

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Fredrick A. Murphy, whose name as Vice President of **CENTRAL BANK OF THE SOUTH** (previously named Central Bank of Birmingham), as Trustee under Trust Indenture dated as of October 1, 1980 with Alabama Housing Finance Authority, an Alabama banking 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 said corporation.

Given under my hand this the 30th day of September, 1991.

Ann Marie Ellis
Notary Public

My commission expires: 07-29-95

[NOTARIAL SEAL]

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Robert Strickland, whose name as Executive Director of **ALABAMA HOUSING FINANCE AUTHORITY**, a public 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 said corporation.

Given under my hand this the 27th day of September, 1991.

Lynn J. Faught
Notary Public

My commission expires: 05-25-94

[NOTARIAL SEAL]

EXHIBIT A

[FIRST PAGE OF EACH MORTGAGE ASSIGNED]

BOOK 372 PAGE 931

MORTGAGE

THIS MORTGAGE is made this 20th day of December 1980, between the Grantor, James A. Basch and wife, Mary Beth Basch, (herein "Borrower"), and the Mortgagee, Real Estate Financing, Inc., a corporation organized and existing under the laws of Alabama, whose address is P. O. Box 669, Montgomery, Alabama 36101 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Two Thousand Nine Hundred and no/100 (\$42,900.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 20, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2011;

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:

Lot 15, according to Park Forest Subdivision, First Sector, as recorded in Map Book 7, Page 155, in the Office of the Judge of Probate of Shelby County, Alabama.

Minerals & mining rights excepted.

Subject to taxes for 1981.

Subject to restrictions, easements, building lines, agreement and transmission line permits of record.

The proceeds of this loan have been applied on the purchase price of the property described herein, conveyed to mortgagor simultaneously herewith.

which has the address of 128 Forest Parkway, Montevallo, Alabama 35115 (herein "Property Address");
[Street] [City] [State and Zip Code]

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 if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised 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 declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

MORTGAGE

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THIS MORTGAGE is made this 7th day of January 1981, between the Grantor, H. Jeff Campbell and wife, Karen S. Campbell, (herein "Borrower"), and the Mortgagee, REAL ESTATE FINANCING, INC., a corporation organized and existing under the laws of Alabama, whose address is P. O. Box 669, Montgomery, Alabama 36195 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty-Four Thousand and Nine Hundred and no/100-----Dollars, which indebtedness is evidenced by Borrower's note dated January 7, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 2011;

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:

Lot 15, in Block 1, according to Wildewood Village - First Addition as shown by survey recorded in Map Book 8 Page 38 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to easements and restrictions of record.

Includes wall-to-wall carpeting.

The proceeds of this loan have been applied on the purchase price of the property described herein conveyed to mortgagors simultaneously herewith.

This is a purchase money mortgage.

which has the address of 3431 Wildewood Drive Pelham, Alabama 35124 (herein "Property Address");
[Street] [City] [State and Zip Code]

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 if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised 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 declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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MORTGAGE

THIS MORTGAGE is made this 6th day of March, 1981, between the Grantor, Mark E. Grigsby an unmarried man (herein "Borrower"), and the Mortgagee, GUARANTY SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of STATE OF ALABAMA, whose address is 2012 2nd Avenue North, Birmingham, Alabama 35203 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty-Five Thousand and NO/100- (55,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated March 6, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 2011;

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:

Lot 33, according to the Survey of Park Forest Subdivision, First Sector, as recorded in Map Book 7, Page 155, in the Office of the Judge of Probate of Shelby County, Alabama.
Situated in Shelby County, Alabama.

The proceeds of this loan have been applied on the purchase price of the property described herein conveyed to mortgagors simultaneously herewith.

which has the address of 119 Forest Parkway, Montevallo, Alabama 35115 (herein "Property Address");
[Street] [City] [State and Zip Code]

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 if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised 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 declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

BOOK 372 PAGE 934
BOOK 410 PAGE 519

MORTGAGE

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THE STATE OF ALABAMA,

Shelby COUNTY.

KNOW ALL MEN BY THESE PRESENTS:

That whereas the undersigned Bryson O. Jones, Jr. and wife, Kathy W. Jones, of the City of Helena, County of Shelby, State of Alabama, party of the first part (hereinafter called the Mortgagor), has become justly indebted unto Jackson Company

, a corporation organized and existing under the laws of the State of Delaware, party of the second part (hereinafter called the Mortgagee), in the full sum of FORTY FIVE THOUSAND SIX HUNDRED AND NO/100----- Dollars (\$ 45,600.00).

money lent and advanced, with interest at the rate of Eleven per centum (11.000 %) per annum until paid, for which amount the Mortgagor has signed and delivered unto the said Mortgagee a certain promissory note bearing even date with these presents, the said principal and interest to be payable at the office of Jackson Company 250 Office Park Drive in Birmingham, Alabama 35253, or at such other place as the holder may designate in writing, in monthly installments of FOUR HUNDRED THIRTY FOUR AND 26/100----- Dollars (\$ 434.26), commencing on the first day of February, 1981, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of January, 2011.

WHEREAS the said Mortgagor is desirous of securing the prompt payment of said note and the several installments of principal, interest, and monthly payments hereinafter provided for, and any additional indebtedness accruing to the Mortgagee on account of any future payments, advances, or expenditures made by the Mortgagee as hereinafter provided:

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1) to the undersigned Mortgagor

Bryson O. Jones, Jr. and wife, Kathy W. Jones in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, and for the purpose of securing the prompt payment of said indebtedness as it becomes due we the said Bryson O. Jones, Jr. and wife, Kathy W. Jones

do hereby grant, bargain, sell, and convey unto the said Mortgagee the following described real property situated in Shelby County, Alabama, to wit:

A metes and bounds resurvey of part of Lots 5 & 6, Block 16, of Joseph SQUIRES MAP OF THE TOWN OF HELENA (Alabama) as recorded in Map Book 3, pages 121 & 121A, in the office of the Judge of Probate of Shelby County, Alabama, more particularly described as follows: Commence & being at the Northwest corner of Lot 5, Block 16, of SQUIRES MAP OF THE TOWN OF HELENA, as recorded in Map Book 3, pages 121 & 121A, in the office of the Judge of Probate, Shelby County, Alabama, thence run Southerly along the East line of Third Street 80.0' to a point, thence 90 degrees 55 minutes 00 seconds left & run Easterly parallel with the North line of Lot 6, Block 16, of said subdivision 201.27' to a point, thence 82 degrees 10 minutes 13 seconds left & run Northerly 80.74' to a point on the North line of Lot 5, Block 16, of said subdivision, thence 97 degrees 49 minutes 47 seconds left & run Westerly along the said North line of said Lot 5, Block 16, 211.0' to the point of beginning.

THIS IS A PURCHASE MONEY MORTGAGE.

The proceeds of this loan have been applied toward the purchase price of the property described herein conveyed to mortgagor simultaneously herewith.

This conveyance is executed and delivered subject to covenants and restriction appearing of record in said Probate Office affecting said property.

together with the hereditaments and appurtenances thereunto belonging, and also together with all equipment and fixtures for heating and lighting now or hereafter installed therein by the Mortgagor.

TO HAVE AND TO HOLD the same with all the rights, privileges, and appurtenances thereunto belonging or in anywise appertaining unto the said Mortgagee and assigns of the Mortgagee forever.

And the Mortgagor hereby covenants that they are seized of said real property in fee simple, and have a good right to sell and convey the same; that the property is free from all encumbrances and that the Mortgagor, and Mortgagee's heirs, executors, administrators, next-of-kin, and assigns will forever defend the same unto the Mortgagee and assigns against the claims of all persons whomsoever;

THIS MORTGAGE IS MADE, however, subject to the following covenants, conditions, and agreements, that is to say:

1. That the Mortgagor will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

Jackson Co.

See Assign mic. Bk. 38 Page 735 (12-17-80) BOOK 408 PAGE 521 372 PAGE 935

MORTGAGE

THIS MORTGAGE is made this 30th day of December 1980, between the Grantor, Gloria R. Patterson, a single person (herein "Borrower"), and the Mortgagee, Johnson & Associates Mortgage Company, a corporation organized and existing under the laws of the state of Delaware, whose address is P.O. Box 7565-A, Birmingham, Alabama 35223 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Four Thousand Two Hundred Fifty and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated December 30, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2011;

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:

Lot 14-A, according to a resurvey of Lots 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 and Recreational Area of Davenport's Addition to Riverchase West-Section 2 as recorded in Map Book 8, page 40 in the Probate Office of Shelby County, Alabama.

Subject to easements and restrictions of record. *RRP*

THIS IS A PURCHASE MONEY MORTGAGE.

The proceeds of this loan have been applied toward the purchase price of the property described herein conveyed to mortgagor simultaneously herewith.

which has the address of 1989 Mountain Laurel Lane Birmingham Alabama 35244 (herein "Property Address");
(Street) (City) (State and Zip Code)

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 if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised 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 declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

MORTGAGE

THIS MORTGAGE is made this 29th day of December 1980, between the Grantor, Jon S. Jones, a single person (herein "Borrower"), and the Mortgagee, Johnson & Associates Mortgage Co., a corporation organized and existing under the laws of the state of Delaware, whose address is P.O. Box 7565-A, Birmingham, Alabama 35223 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty Thousand and no/100- Dollars, which indebtedness is evidenced by Borrower's note dated December 29, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2011;

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:

Lot 13-A, according to a resurvey of Lots 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 and Recreational Area of Davenport's Addition to Riverchase West-Section 2 as recorded in Map Book 8, page 40 in the Probate Office of Shelby County, Alabama.

Subject to easements and restrictions of record.

THIS IS A PURCHASE MONEY MORTGAGE.

The proceeds of this loan have been applied toward the purchase price of the property described herein conveyed to mortgagor simultaneously herewith.

which has the address of 1993 Mountain Laurel Lane Birmingham (City) Alabama 35244 (State and Zip Code) (herein "Property Address");

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 if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised 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 declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

MORTGAGE

THIS MORTGAGE is made this...30th...day of...March...
19. 81, between the Grantor, ... John S. Kirkpatrick and wife, Sandra K. Kirkpatrick...
.....(herein "Borrower"), and the Mortgagee, ... Johnson & Associates
Mortgage Co....., a corporation organized and existing
under the laws of..... Delaware....., whose address is... P.O. Box 7565-A, ...
Birmingham, Alabama 35223.....(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of.....Sixty four thousand four....
hundred fifty and no/100 (\$64,450.00)....Dollars, which indebtedness is evidenced by Borrower's note
dated.....March 30, 1981.....(herein "Note"), providing for monthly installments of principal and interest,
with the balance of the indebtedness, if not sooner paid, due and payable on...April 1, 2011.....
.....;

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:

Lot 56, according to the survey of Old Mill Trace as recorded in Map
Book 7, page 99 in the Probate Office of Shelby County, Alabama.

Subject to taxes for 1981.

Subject to restrictions, easements, building lines, and rights of way of
record.

The proceeds of this loan have been applied on the
purchase price of the property described herein,
conveyed to mortgagor simultaneously herewith.

which has the address of.....527 Caldwell Mill Circle.....Birmingham.....
.....(Street).....(City)
Alabama 35243.....(herein "Property Address");
.....(State and Zip Code)

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 if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised 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 declarations, easements or restrictions
listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

See Assign Mue Book 40 page 105 (4-2-81)
BOOK 411 PAGE 153

BOOK 372 PAGE 938

MORTGAGE

THIS MORTGAGE is made this 25th day of February 1981, between the Grantor, David H. Cooper and wife, Betsy A. Cooper (herein "Borrower"), and the Mortgagee, Johnson & Associates Mortgage Co., a corporation organized and existing under the laws of the State of Delaware, whose address is P.O. Box 7562-A, Birmingham, Alabama (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty Four Thousand Two Hundred and No/100----- Dollars, which indebtedness is evidenced by Borrower's note dated February 25, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 2011

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:

Lot 24 according to the survey of Old Mill Trace, as recorded in Map Book 7, page 99 A & B, in the Probate Office of Shelby County, Alabama:

The proceeds of this loan have been applied toward the purchase price of the property described herein conveyed to mortgagors simultaneously herewith.

which has the address of 4915 Caldwell Mill Lane, Birmingham, Alabama 35243 (herein "Property Address");
(State and Zip Code)

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 if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised 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 declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

See original note. Book 39 Page 701 (3-2-81)

BOOK 410 PAGE 238

BOOK 372 PAGE 939

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MORTGAGE

THE STATE OF ALABAMA,

SHELBY

COUNTY.

KNOW ALL MEN BY THESE PRESENTS:

That whereas the undersigned

Charles Steele McCulloh and wife, Ruth Ann McCulloh
of the city of Maylene
county of Shelby and State of Alabama
party of the first part (hereinafter called the Mortgagor), has become justly indebted unto

Johnson & Associates Mortgage Co.

a corporation organized and existing under the laws of
the State of Delaware, party of the second part (hereinafter called the Mortgagee), in the
full sum of Forty One Thousand One Hundred Twenty Five and No/100-- Dollars
(\$41,125.00), money lent and advanced, with interest at the rate of
Eleven per centum (11 %) per annum until paid, for which amount the
Mortgagor has signed and delivered unto the said Mortgagee a certain promissory note bearing even date
with these presents, the said principal and interest to be payable at the office of Mortgagee
in Birmingham, Alabama, or at such other place as the holder may designate
in writing delivered or mailed to the Mortgagor in monthly installments of Three Hundred
Ninety-One and 64/100----- Dollars (\$ 391.64), commencing on the first
day of March, 19 81, and continuing on the first day of each month thereafter until the
principal and interest are fully paid, except that the final payment of principal and interest, if not sooner
paid, shall be due and payable on the first day of February, 2011.

WHEREAS the said Mortgagor is desirous of securing the prompt payment of said note and the several
installments of principal, interest, and monthly payments hereinafter provided for, and any additional
indebtedness accruing to the Mortgagee on account of any future payments, advances, or expenditures
made by the Mortgagee as hereinafter provided:

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1) to the under-
signed Mortgagors Charles Steele McCulloh and wife, Ruth Ann McCulloh
in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, and for the purpose of
securing the prompt payment of said indebtedness as it becomes due we the said
Charles Steele McCulloh and wife, Ruth Ann McCulloh do hereby
grant, bargain, sell, assign, and convey unto the said Mortgagee the following-described real property
situated in Shelby County, Alabama, to wit:

135, according to the survey of Corsentino's Addition to Eagle Wood
Estates, Fourth Sector, First Phase, as recorded in Map Book 8, page
17, in the Probate Office of Shelby County, Alabama.

Also, mortgaged herewith is wall to wall carpeting located in the
residence on the above described property.

The proceeds of this loan have been applied on the purchase price of
the property described herein conveyed to mortgagors simultaneously
herewith.

together with the hereditaments and appurtenances thereunto belonging, and the rents, issues, and
profits of the above-described property (provided, however, that the Mortgagor shall be entitled to col-
lect and retain the said rents, issues, and profits, until default hereunder), and all fixtures now or here-
after attached to or used in connection with the premises herein described and in addition thereto the
following described household appliances, which are, and shall be deemed to be, fixtures and a part of
the realty, and are a portion of the security for the indebtedness herein mentioned:

See Assign Misc. Bk. 39 pg 676 (2/27/81)
BOOK 32 PAGE 940

BOOK 410 PAGE 189

ALABAMA

134
MORTGAGE

THE STATE OF ALABAMA,
SHELBY COUNTY.

KNOW ALL MEN BY THESE PRESENTS:

That whereas the undersigned William Joseph Stroer and wife, Barbara Davis Stroer

county of Shelby, of the city of Alabaster
and State of Alabama
party of the first part (hereinafter called the Mortgagor), has become justly indebted unto
Johnson & Associates Mortgage Company

a corporation organized and existing under the laws of
the State of Delaware, party of the second part (hereinafter called the Mortgagee), in the
full sum of Forty Seven Thousand and no/100-----Dollars
(\$47,000.00), money lent and advanced, with interest at the rate of
eleven per centum (11 %) per annum until paid, for which amount the
Mortgagor has signed and delivered unto the said Mortgagee a certain promissory note bearing even date
with these presents, the said principal and interest to be payable at the office of Johnson & Associates
in Birmingham, Alabama, or at such other place as the holder may designate
in writing delivered or mailed to the Mortgagor in monthly installments of Four Hundred Forty Seven
and 59/100-----Dollars (\$ 447.59), commencing on the first
day of March, 1981, and continuing on the first day of each month thereafter until the
principal and interest are fully paid, except that the final payment of principal and interest, if not sooner
paid, shall be due and payable on the first day of February, 2011

WHEREAS the said Mortgagor is desirous of securing the prompt payment of said note and the several
installments of principal, interest, and monthly payments hereinafter provided for, and any additional
indebtedness accruing to the Mortgagee on account of any future payments, advances, or expenditures
made by the Mortgagee as hereinafter provided:

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1) to the under-
signed Mortgagor William Joseph Stroer and wife, Barbara Davis Stroer
in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, and for the purpose of
securing the prompt payment of said indebtedness as it becomes due we the said
William Joseph Stroer and wife, Barbara Davis Stroer do hereby
grant, bargain, sell, assign, and convey unto the said Mortgagee the following-described real property
situated in Shelby County, Alabama, to wit:

Lot 6, in Block 2, according to the survey of Green Valley, as
recorded in Map Book 5, Page 94, in the Probate Office of
Shelby County, Alabama; being situated in Shelby County,
Alabama.

Subject to restrictions, easements, rights of way and
building lines of record.

~~This mortgage includes wall to wall carpeting attached or used
in connection with the premises herein described.~~ WJS
BJS

The proceeds of this loan have been applied on the purchase
price of the property described herein, conveyed to mortgagor
simultaneously herewith.

together with the hereditaments and appurtenances thereunto belonging, and the rents, issues, and
profits of the above-described property (provided, however, that the Mortgagor shall be entitled to col-
lect and retain the said rents, issues, and profits, until default hereunder), and all fixtures now or here-
after attached to or used in connection with the premises herein described and in addition thereto the
following described household appliances, which are, and shall be deemed to be, fixtures and a part of
the realty, and are a portion of the security for the indebtedness herein mentioned:

See Assign. Misc. Book 38 Page 964 (1-7-81)
BOOK 409 PAGE 58
BOOK 372 PAGE 941

James A. Basch and wife, Mary Beth Basch	Book 408, Page 727
H. Jeff Campbell and wife, Karen S. Campbell	Book 409, Page 311
Mark E. Grigsby, an unmarried man	Book 410, Page 519
Bryson O. Jones, Jr. and wife, Kathy W. Jones	Book 408, Page 521
Gloria R. Patterson, a single person	Book 409, Page 43
Jon S. Jones, a single person	Book 409, Page 37
John S. Kirkpatrick and wife, Sandra K. Kirkpatrick	Book 411, Page 153
David H. Cooper and wife, Betsy A. Cooper	Book 410, Page 238
Charles Steele McCulloh and wife, Ruth Ann McCulloh	Book 410, Page 189
William Joseph Stroer and wife, Barbara Davis Stroer	Book 409, Page 58

BOOK 372 PAGE 942

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
91 NOV 13 PM 2:27

James H. [Signature]
JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mtg. Tax	\$	25.00
3. Recording Fee	\$	12.00
4. Indexing Fee	\$	
5. Notary Fee	\$	1.00
6. Certified Fee	\$	
Total	\$	48.00