

TRANSFER OF AN INTEREST
IN NOTE AND MORTGAGE WITH RECOURSE

STATE OF ALABAMA)

JEFFERSON COUNTY)

For value received the undersigned Home Finance Co. Inc., corporation organized and existing under the laws of the State of Alabama, does hereby grant, bargain, sell, convey, assign and deliver unto ERNEST + MARTHA WILLIAMS, interest in that certain mortgage executed by JAMES E. TANNICKILL and VICTORIA TANNICKILL WIFE, to Home Finance Co. Inc., together with a promissory note as evidence of such indebtedness, the principal balance being in the sum of \$5820.85 the note and mortgage being dated the 2ND day of AUGUST 1991, and being filed for record on the 2ND day of AUGUST, 1991, in the office of the Judge of Probate of JEFFERSON County, Alabama, in Volume 358 on Page 74 (and the event there have been any subsequent transfers of the said mortgage, the last of such subsequent transfers appears at Volume _____, Page _____ together with the indebtedness reflected by said note and mortgage, and all interest of the undersigned in and to the lands and properties described in said mortgage.

By accepting and filing for record this assignment, in respect to the mortgage and debt referred to hereinabove, the assignee first recognizes and agrees that assignee is receiving an interest in the mortgage and the indebtedness for a period of 65 months, which interest in said mortgage and debt shall have the same priority and title protection as the full mortgage, but shall be ahead of and prior to any other interest in the said mortgage. Assignee recognizes, therefore, that assignee will be paid in full assignee's portion of the mortgage and debt before the complete mortgage and debt are paid in full and necessarily, the assignee will at the time of such payment in full to assignee be required to reassign and retransfer the note, debt and mortgage. Assignee shall reassign and transfer the note, debt and mortgage to the assignor within thirty days from such full payment to the assignee, and, in the event assignee fails to do so within such thirty day period, then assignee designates and appoints assignor as and for the true and lawful agent of assignee for the sole and only purpose of reconveying and retransferring the said note, debt and mortgage. Assignee agrees that the assignor may file for record in the same probate court where the assignment is filed and recorded and affidavit which shall identify the mortgage, note and debt and which shall recite, under oath, by assignor, or a duly authorized officer of assignor, that the portion of the debt assigned herein to the assignee has in fact been paid to the assignee. The filing and recording of such an affidavit shall constitute a reassignment and reconveyance of the note, mortgage and debt. Or, if assignor feels insecure with debtor for any reason, assignor has the right to pay assignee the amount owed assignee (interest and principal) at that time and reassign the mortgage back to the assignor.

It is expressly understood and agreed by assignor that the within transfer and assignment of an interest in the said note and mortgage is with recourse to the assignor. In consideration of the foregoing obligation by assignor, the assignee, and any subsequent

1993-33188

Enst

10/25/1993-33188

10:26 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

11.00

002 MCD

assignee, agree and consent that the assignor, undersigned, may charge, keep, have and retain any late charges, additional interest charges, prepayment penalties and other benefits.

Furthermore, assignor shall have at all times the right to collect and manage the collection and the processing of the mortgage and note, and this right, privilege and control shall apply to any subsequent assignee.

By: Home Finance Co. Inc.
Wally Keith

Its: PRESIDENT

STATE OF ALABAMA)

JEFFERSON COUNTY)

I the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that WALLING S. KEITH JR. whose name as PRESIDENT of HOME FINANCE CO. INC., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of said conveyance, she, as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 21ST day of OCTOBER, 1992.

My commission expires: 4-19-94

Notary Public: Raymond E. Rep

Inst # 1993-33188

10/25/1993-33188
10:26 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 11.00