

ASSIGNMENT OF MORTGAGE (AL)

KNOW ALL MEN BY THESE PRESENTS that CRESCENT BANK AND TRUST COMPANY, a Georgia banking corporation, doing business as "Crescent Mortgage", having an office at Suite 285, The South Terraces, 115 Perimeter Center Place, Atlanta, Georgia 30346 (the "Assignor"), in consideration of TEN AND NO/100 DOLLARS (\$10.00) in lawful money of the United States and for other good and valuable consideration to it paid before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and intending to be legally bound hereby, has sold, assigned, transferred and set over, without recourse upon the Assignor, and by these presents does sell, assign, transfer and set over, without recourse upon the Assignor, unto **PREMIER MORTGAGE COMPANY**, a Louisiana corporation, whose principal office is located at 12351 Industrplex Boulevard, Baton Rouge, Louisiana 70826-1169 (the "Assignee") and its successors and assigns, to its and their own proper use and benefit, all of Assignor's right, title and interest in and to that certain MORTGAGE dated **FEBRUARY 3, 1994** granted by **GRACIE G. TOMBONE, AN UNMARRIED WOMAN** and filed for record in the Office of the Judge of Probate of **SHELBY County** on **FEBRUARY 10, 1994** in Book/Liber _____ at Page _____ as Document No. **1994-04629** together with note secured thereby and the money due or to grow due thereon, with interest thereon as therein provided. The above described MORTGAGE encumbers the real property legally described as follows:

AS PER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

PROPERTY ADDRESS: 5148 SKYLARK DRIVE, BIRMINGHAM, AL 35242

AND the Assignor does hereby give the Assignee and its successors and assigns full power and authority, for its or their own use and benefit but at its or their own cost, to take all legal measures which may be proper or necessary for the complete recovery of the assigned property and, in its name or otherwise, to prosecute and withdraw any suits or proceedings at law or in equity therefor.

IN WITNESS WHEREOF, the Assignor has executed and acknowledged this Assignment by its duly authorized officers as of 29th December, 1994.

ATTEST:

CRESCENT BANK AND TRUST COMPANY, a Georgia banking corporation

By: Patricia J. Anthony
Its Vice President

By: Robert C. KenKnight
Its Executive Vice President

STATE OF GEORGIA)
COUNTY OF FULTON)

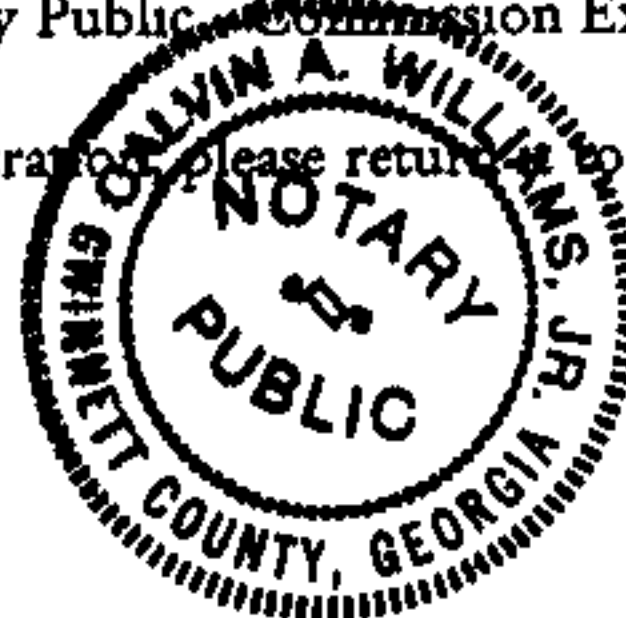
01/27/1995-02327
12:49 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOE MEL 11.00

I, CALVIN ALEX WILLIAMS, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that ROBERT C. KENKNIGHT, personally known to me to be the Executive Vice President of CRESCENT BANK AND TRUST COMPANY, a Georgia banking corporation, and PATRICIA J. ANTHONY, personally known to me to be the Vice President of said Corporation, whose names are subscribed to the foregoing Instrument, appeared before me this day in person and severally acknowledged that, as such Executive Vice President and Vice President, they signed and delivered the said Instrument of writing as Executive Vice President and Vice President of said Corporation and caused the corporate seal of said Corporation to be thereunto affixed, as their free and voluntary act and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29th day of Dec, A.D. 1994.

Calvin A. Williams
Notary Public, Commission Expires 8/16/97

This instrument was prepared by, and after recording, filing or registration, please return to:
DOVENMUEHLE MORTGAGE, INC.
1501 Woodfield Road, Suite 400 East
Schaumburg, Illinois 60173-4982
Attention: Ms. Nancy Ham
Phone: (708)619-5535
C:\DMI\CRESCENT\AL-ASG.MRG 9/25/94



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Inst # 1994-04629

02/10/1994-04629
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SHELBY COUNTY JUDGE OF PROBATE
006 MC9 204.90

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on February 3 19 94. The grantor is Gracie G. Tombone, an unmarried woman ("Borrower"). This Security Instrument is given to The Hutson Company, Inc.

under the laws of the State of Alabama, which is organized and existing Plaza, Birmingham, AL 35209, and whose address is 1 Independence

Borrower owes Lender the principal sum of ONE HUNDRED TWENTY TWO THOUSAND FIVE HUNDRED FIFTY AND NO/100----- Dollars (U.S.\$ 122,550.00). ("Lender").

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on March 1, 2024. This Security Instrument secures

to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in Shelby County, Alabama:

Lot 34, according to the Map and Survey of Meadow Brook, 9th Sector, as recorded in Map Book 8, Page 150, in the Probate Office of Shelby County, Alabama.

Subject to existing easements, restrictions, building set-back lines, rights of way, limitations, if any, of record.

THIS IS A PURCHASE MONEY MORTGAGE, the full proceeds of the underlying loan having been applied on the purchase price of the property described herein and conveyed by deed to the mortgagors and recorded simultaneously herewith.

which has the address of 5148 Skylark Drive, Birmingham, Alabama 35242 ("Property Address");
[Street] [City] [Zip Code]

TO HAVE AND TO HOLD this 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, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument 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 and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

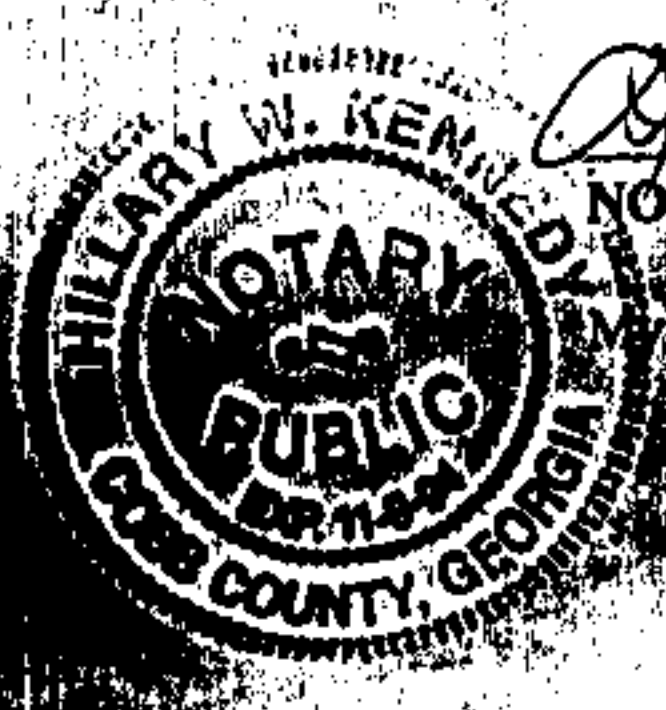
ALABAMA Single Family — FNMA/FHLMC UNIFORM INSTRUMENT
Initial(s) [Signature]
OCAL511

Page 1 of 6

FORM 3001 9/90
Amended 5/91

01/27/1995-02327352-6
12:49 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MEL 11.00

Given and Witnessed under my hand and seal of office this February, 19 94.



[Signature]
NOTARY PUBLIC

My Commission Expires 11-9-94

[NOTARIAL SEAL]