

ASSIGNMENT OF MORTGAGE (AL)

LOAN NO. 2076099

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 MCA MORTGAGE CORPORATION, a Michigan corporation, whose principal office is located at 23999 Northwestern Highway, Suite 102, Southfield, Michigan 48037-2183 (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 MARCH 18, 1994, granted by OTIS DANIEL TERRELL, A SINGLE INDIVIDUAL

and filed for record in the Office of the SHELBY COUNTY JUDGE OF PROBATE on MARCH 22, 1994 in Book/Liber at Page as Document No. 1994-09355, 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.

PROPERTY ADDRESS: 215 CREEK STREET, MONTEVALLO, AL 35115.

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 Dec. 27, 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)

01/27/1995-02334
01:21 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 NEL 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 27th day of Dec, A.D. 1994

Notary Public - Commission Expires 8/16/97

This instrument was prepared by, and after recording, filing or registration, please return it 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\MCA\MTG1-AL.ASG 7/28/94

Inst # 1994-09355

03/22/1994-09355
02:52 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 MCD 171.00

207609-9

40247

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 18
19 94. The grantor is Otis Daniel Terrell, a single individual
("Borrower"). This Security Instrument is given to The Hutson
Company, Inc., which is organized and existing
under the laws of the State of Alabama, and whose address is One Independence
Plaza Suite 816, Birmingham, Alabama 35209 ("Lender").
Borrower owes Lender the principal sum of ONE HUNDRED THOUSAND AND NO/100
----- Dollars (U.S.\$ 100,000.00). 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 April 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 102, according to the Survey of Indian Highlands, Third Addition, as
recorded in Map Book 6, Page 28, in the Probate Office of Shelby County,
Alabama.

The proceeds of this loan have been applied on the purchase price of the
herein described property.

Inst # 1995-02334

which has the address of 215 Creek Street
[Street]
Alabama 35115 ("Property Address");
[Zip Code]

01/27/1995-02334
01:21 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MEL 11.00

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 seised 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) ODT
DCAL811
Page 1 of 6
FIRST DATA SYSTEMS, INC.

FORM 3001 9/90
Amended 5/91
1-800-828-6427
LOAN #: 207609-9

Given and witnessed under my hand and official notarial seal, this the 18 day of
March 19 94.



NOTARY PUBLIC

My Commission Expires 11-9-94

[NOTARIAL SEAL]