

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 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 **DECEMBER 31, 1993**, granted by **LEE E. JOHNSON AND ANITA J. JOHNSON** and filed for record in the Office of the Clerk, Superior Court of **SHELBY County** on **JANUARY 18, 1994** in Book/Liber _____ at Page _____ as Document No. **1994-01795**, 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:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

PROPERTY ADDRESS: 716 RIVERCHASE PARKWAY WEST, BIRMINGHA, AL 35244

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: R. J. C. / L
Its Executive Vice President

STATE OF GEORGIA)
COUNTY OF FULTON)

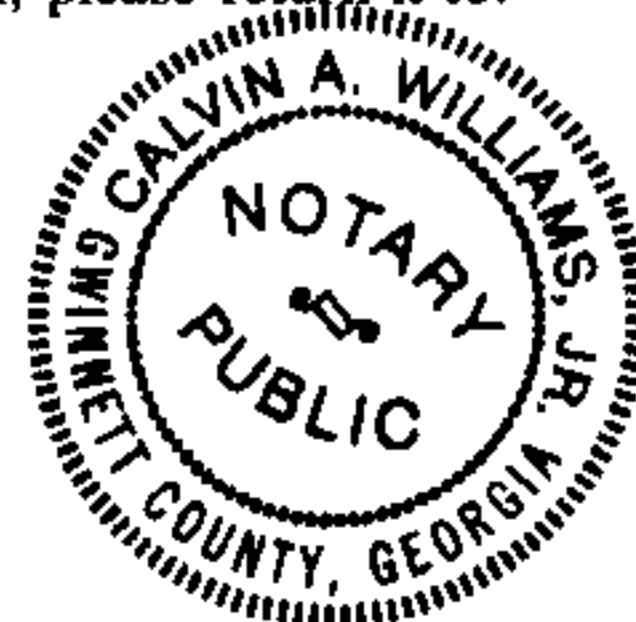
01/27/1995-02341
01:21 PM CERTIFIED

I, CALVIN ALEX WILLIAMS, a Notary Public in and for the County of SHELBY 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.

Calvin Williams
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\AL-MCA.MRG 11/17/94



Inst # 1995-02341

AFTER RECORDING MAIL TO:

LOAN NO. 206969-8

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 31, 1993. The mortgagor is LEE E. JOHNSON and ANITA J. JOHNSON

This Security Instrument is given to THE HUTSON COMPANY, INC.,

which is organized and existing under the laws of ALABAMA, and whose address is 1 INDEPENDENCE PLAZA, BIRMINGHAM, AL 35209 ("Lender"). Borrower owes Lender the principal sum of One Hundred Forty Nine Thousand Five Hundred Dollars and no/100 Dollars (U.S. \$ 149,500.00). 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 January 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 25, ACCORDING TO THE SURVEY OF RIVERCHASE WEST, RESIDENTIAL SUBDIVISION, AS RECORDED IN MAP BOOK 6, PAGE 78, AND BEING REFILED IN MAP BOOK 6, PAGE 100 AND MAP BOOK 7, PAGE 150, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

THIS IS A PURCHASE MONEY MORTGAGE.

which has the address of 716 RIVERCHASE PARKWAY WEST, BIRMINGHAM, Alabama 35244 ("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 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.

Inst # 1995-02341

01/27/1995-02341
01:21 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MEL 11.00

Inst # 1994-01795
01/18/1994-01795
01:44 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
008 MCO 250.25

Inst # 1995-02341