

**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 JANUARY 7, 1994, granted by PHILLIP J. WARD AND MARGARET P. WARD, HUSBAND AND WIFE and filed for record in the Office of the Clerk, Superior Court of SHELBY County on JANUARY 21, 1994 in Book/Liber 1994 at Page as Document No. 02309 1994-02309, 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: 1912 FOREST KNOLL DRIVE, BIRMINGHAM, 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. C. Williams  
Its Executive Vice President

STATE OF GEORGIA )  
COUNTY OF FULTON )

01/27/1995-02342  
01:21 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 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.

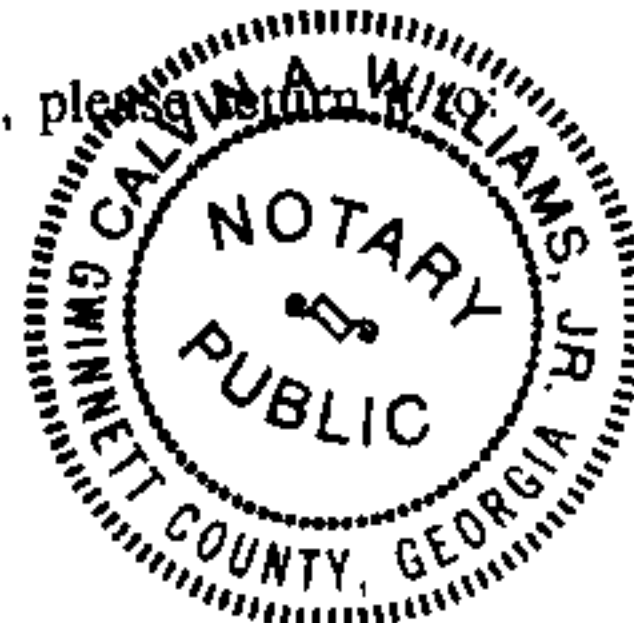
GIVEN under my hand and Notarial Seal this 27th day of Dec, A.D. 1994.

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:\DM1\CRESCENT\MCA\AL-MCA.MRG 11/17/94



AFTER RECORDING MAIL TO:

Inst # 1994-02309

01/21/1994-02309  
11:02 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE  
007 NCD 230.50

LOAN NO. 206962-3

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**. MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on January 7, 1994  
PHILLIP J. WARD and MARGARET P. WARD, Husband and Wife

The mortgagor is

("Borrower").

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 Thirty Eight Thousand Dollars and no/100  
Dollars (U.S. \$ 138,000.00 ). 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 February 1, 2009 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 612, according to the Survey of Riverchase Country  
Club, 14th Addition, as recorded in Map Book 8, Page  
154, in the Probate Office of Shelby County, Alabama.  
Minerals and mining rights excepted.

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

1912 FOREST KNOLL DRIVE

BIRMINGHAM

[Street]

[City]

Alabama 35244

("Property Address");

[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.

ALABAMA-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT

FORM 3001 9/90

ISC/CMDTAL/0491/3001(9-90)-L

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