

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 Industriplex 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 MARCH 10, 1994 granted by NEAL C. DEPIANO AND DEBORAH G. DEPIANO, HUSBAND AND WIFE and filed for record in the Office of the Judge of Probate of SHELBY County on MARCH 15, 1994 in Book/Liber _____ at Page _____ as Document No. 1994-08271 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: 5373 HARVEST RIDGE LANE, 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

01/27/1995-02355
01:38 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MEL 11.00

STATE OF GEORGIA)
COUNTY OF FULTON)

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.

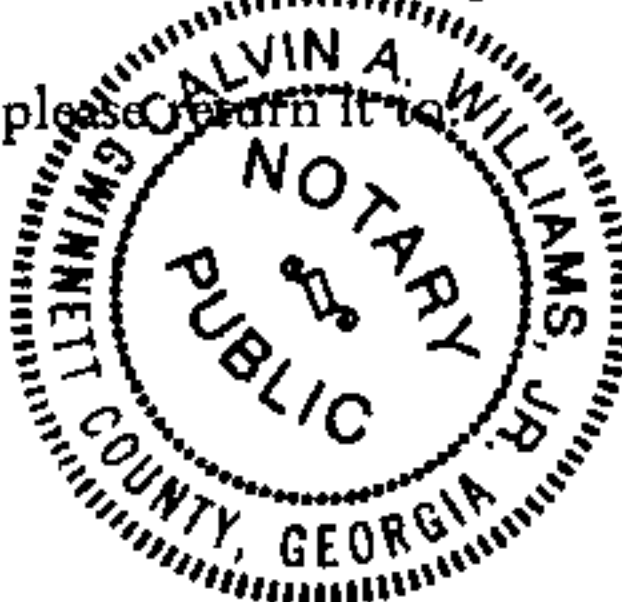
GIVEN under my hand and Notarial Seal this 29th day of Dec, A.D. 1994.

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

This instrument was prepared by, and after recording, filing or registration, please return 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\AL-ASG.MRG 9/25/94



Inst # 1995-02355

AFTER RECORDING MAIL TO:

Inst # 1994-08271

03/15/1994-08271
08:58 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 HCD 186.30

LOAN NO. 207663-6

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 10, 1994. The mortgagor is NEAL C. DEPIANO and DEBORAH G. DEPIANO, husband and wife

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

("Borrower").

which is organized and existing under the laws of ALABAMA
1 INDEPENDENCE PLAZA, BIRMINGHAM, AL 35209

, and whose address is

("Lender").

Borrower owes Lender the principal sum of One Hundred Ten Thousand Two Hundred Dollars and no/100 Dollars (U.S. \$ 110,200.00). 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 70, according to the survey of Meadow Brook, 12th Sector, as recorded in Map Book 9 page 27 in the Probate Office of Shelby County, Alabama.

The proceeds of this mortgage loan have been applied toward the purchase price of the property described herein, conveyed to the mortgagors simultaneously herewith.

which has the address of 5373 HARVEST RIDGE LANE
[Street]
Alabama 35242 ("Property Address");
[Zip Code]

BIRMINGHAM
[City]

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 # 1995-02355

01/27/1995-02355
01:38 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MEL 11.00