

This instrument prepared by:
Goldome Credit Corporation
Two Perimeter Park South
Birmingham, AL 35243

ASSIGNMENT OF NOTE AND MORTGAGE

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

For a valuable consideration paid to GOLDOME CREDIT CORPORATION, the receipt and sufficiency of which are hereby acknowledged, GOLDOME CREDIT CORPORATION does hereby transfer and assign, grant, bargain, sell, convey, and endorse unto Empire Mortgage Limited Partnership whose mailing address is 300 East Joppa Road, Suite 405A, Baltimore, MD 21286, that certain mortgage set forth as follows, together with the debt secured by each mortgage and the respective note described in each mortgage and all right, title, and interest in and to the real property conveyed by each mortgage:

<u>Mortgagor(s)/Borrower(s):</u> MICHAEL ELLISON	<u>Mortgage Date:</u> 07-Dec-90	<u>Assign. Date:</u> 07-Dec-90
<u>GCC Reference #:</u> 5712319	<u>Mortgage Rec. Date:</u> 11-Dec-90	<u>Assign. Rec. Date:</u> 11-Dec-90
<u>Original Principal Amount:</u> \$26,136	<u>Mortgage Book:</u> 321	<u>Assign. Book:</u> 321
	<u>Mortgage Page:</u> 680	<u>Assign. Page:</u> 684

Inst # 1995-11775

TO HAVE AND TO HOLD unto the said Empire Mortgage Limited Partnership and its successors and assigns forever.
IN WITNESS WHEREOF, the undersigned has executed this Assignment of Note and Mortgage as of the 22nd day of March, 1995.

GOLDOME CREDIT CORPORATION

By: Jeannie Wade
Its: Vice President

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Jeannie Wade, whose name as the Vice President of GOLDOME CREDIT CORPORATION, a Delaware corporation, is signed to the foregoing Assignment of Note and Mortgage, and who is known to me, acknowledged before me on this date that, being informed of the contents of this Assignment of Note and Mortgage, she, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 22nd day of March, 1995.

[Signature]
Notary Public
My Commission expires: 8-6-97

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: Aug. 6, 1997.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

ASSIGN2.AL\NP4.5.14;P1.2.10

Please return to:
EMPIRE MORTGAGE LIMITED PARTNERSHIP
300 EAST JOPPA RD. - SUITE 405A
TOWSON, MD 21286

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05/05/1995-11775
11:10 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 11.00

EXHIBIT "A"
[MORTGAGE]

THIS MORTGAGE is made this 7 day of December 1990, between the Grantor, MICHAEL STANLEY ELLISON, SR. and CYNTHIA LOU ELLISON, husband and wife (herein "Borrower"), and the Mortgagee, FIRST CAPITAL MORTGAGE CORPORATION, a corporation organized and existing under the laws of Alabama whose address is Chase Corporate Center II, Suite 90, Birmingham, AL 35244 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 26,136.69 which indebtedness is evidenced by Borrower's note dated December 7, 1990 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2006 ;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby grant and convey to Lender and Lender's successors and assigns with power of sale, the following described property located in the County of Shelby, State of Alabama:

Lots 13 and 14, Block 89, according to J. H. Dunstan's Map of the Town of Calera, Alabama, Shelby County, Alabama.

I hereby certify this is a true and exact copy of the original instrument that it purports to be.

S. Kent Stewart

Closing Attorney

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05/05/1995-11775
11:10 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 NCD 11.00

which has the address of 355 18th Street Calera
(Street) (City)
Alabama 35040 (herein "Property Address");
(Zip Code)

TO HAVE AND TO HOLD such 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, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.