

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> GLENN WARE	<u>Mortgage Date:</u> 08-Aug-90	<u>Assign. Date:</u>
<u>GCC Reference #:</u> 7209870	<u>Mortgage Rec. Date:</u> 07-Sep-90	<u>Assign. Rec. Date:</u>
<u>Original Principal Amount:</u> \$32,600	<u>Mortgage Book:</u> 308	<u>Assign. Book:</u>
	<u>Mortgage Page:</u> 877	<u>Assign. Page:</u>

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.

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

Inst # 1995-11776

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

05/05/1995-11776  
11:10 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 11.00

7209820

335

7209870M  
MORTGAGE

GLENN WARE

[Space Above This Line For Recording Data]

**MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on **AUGUST 8,**  
 19 **90**. The grantor is **H. GLENN WARE AND WIFE BILLIE WARE**

("Borrower"). This Security Instrument is given to **GOLDOME**

, which is organized and existing

**CREDIT CORPORATION**

under the laws of **THE STATE OF DELAWARE**, and whose address is **TWO PERIMETER**  
**PARK SOUTH, BIRMINGHAM, ALABAMA 35243** ("Lender").

Borrower owes Lender the principal sum of **THIRTY-TWO THOUSAND SIX HUNDRED DOLLARS AND**  
**NO CENTS** Dollars (U.S. \$ **32,600.00**). 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 **SEPTEMBER 1, 2005**. This Security Instrument

secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and  
 modifications; (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 2, IN BLOCK 3, ACCORDING TO SURVEY OF MISSION HILLS, FIRST SECTOR, AS  
 RECORDED IN MAP BOOK 6, PAGE 47, IN THE PROBATE OFFICE OF SHELBY COUNTY,  
 ALABAMA.**

**SITUATED IN SHELBY COUNTY, ALABAMA.**

H. Glenn Ware is one and the same as Horace Glenn Ware  
 Inst # 1995-11776

**05/05/1995-11776  
 11:10 AM CERTIFIED  
 SHELBY COUNTY JUDGE OF PROBATE  
 002 MCD 11.00**

which has the address of

**102 OLD SPANISH TRAIL**  
 (Street)

**MONTEVALLO**  
 (City)

Alabama

**35115**  
 (Zip Code)

("Property Address");

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, rights, appurtenances, rents, royalties,  
 mineral, oil and gas rights and profits, water rights and stock and all 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 seized 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.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with  
 limited variations by jurisdiction to constitute a uniform security instrument covering real property

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