

ASSIGNMENT OF MORTGAGE NOTE AND MORTGAGE

KNOW all men by these presents, that the undersigned Fleet Finance, Inc. having its principle place of business in the State of Georgia, for good and valuable consideration to it in hand paid by Argo Mortgage Corporation does grant, bargain, sell, convey and assign unto said Argo Mortgage Corporation all its rights, title and interest in and to a certain Mortgage executed by Boyce A. Perry and J. Diane Perry dated August 26, 1988 recorded in Book 204 and Page 265 in the Probate Office of Shelby County, Alabama, together with the debt accrued thereby evidenced by a Mortgage Note of even date payable to the order of First Capital Mortgage Corporation and all rights, title and interest in and to the property described in the Mortgage referred to above.

The Undersigned warrants that the Mortgage Note secured by said Mortgage and assigned by this instrument is in the principal sum of \$7,900.00 with maturity date of September 1, 1998; that it is the legal and equitable owner of said Mortgage Note and Mortgage with full powers to sell and assign the same; that it has executed no prior assignment, or pledge thereof; that it has executed no release, discharge, satisfaction or cancellation of said mortgage; that it has executed no releases of any portion of security described in said mortgage; and that it has executed no installment of any kind affecting the Mortgage Note and Mortgage or the liability of the maker or makers thereof.

IN WITNESS WHEREOF, Cory Braun executed this Assignment of Mortgage Note and Mortgage as of the 27th day of December, 1998

Cory Braun
CORY BRAUN
VICE PRESIDENT
By: _____
Title: Stephen P. Gilmore
Assistant Secretary

STATE OF GEORGIA:
COUNTY OF DEKALB:

I, Tracy E. Toole, a Notary Public in and for said County, in said State hereby certify that Cory Braun whose name as Vice President of Fleet Finance, Inc. a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, _____, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 27th day of December, 1998

Tracy E. Toole
Notary Public
TRACY E. TOOLE

My commission Expires:

10/27/98

NOTARY PUBLIC, STATE OF GEORGIA
Qualified in Gwinnett County
Commission Expires October 27, 1998

Inst # 1996-02884

01/29/1996-02884
11:06 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 SMA 11.00

MORTGAGE

THIS MORTGAGE is made this 26th day of August
19 88, between the Grantor, Boyce A. Perry and wife, J. Diane Perry
(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 (herein "Lender").
Birmingham, Alabama 35244

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 7,900.00
which indebtedness is evidenced by Borrower's note dated August 26th, 1988 and extensions and renewals
thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the in-
debtedness, if not sooner paid, due and payable on September 1st, 1998

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:

Lot 16, according to the Survey of Monte Tierra, 1st Addition, as
recorded in Map Book 6, Page 93, in the Probate Office of Shelby
County, Alabama. Situated in Shelby County, Alabama.

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11:06 AM CERTIFIED
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002 SNA 11.00

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which has the address of 16 Eddings Lane Montevallo
[Street] [City]
Alabama 35115 (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.

ALABAMA—SECOND MORTGAGE—1/80—FNMA/FHLMC UNIFORM INSTRUMENT

Cambridge Title Form 3801