

BBMC Loan No. 4606452

1996-04895

THIS DOCUMENT WAS PREPARED BY  
SHIRLEY A. BOWENS

AND WHEN RECORDED MAIL TO:  
BANCOSTON MORTGAGE CORPORATION  
P.O. BOX 44090  
JACKSONVILLE, FL 32231-9930  
ATTN: CUSTODIAL LIAISON 3-A

02/15/1996-04895  
01:41 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 SNA 11.00

**ASSIGNMENT OF MORTGAGE/DEED OF TRUST**

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned,

**BANCOSTON MORTGAGE CORPORATION, A Florida Corporation**

whose address is 7301 Baymeadows Way, Jacksonville, Florida 32256-6833

(GRANTOR)

By these presents does convey, grant, bargain, sell, assign, transfer and set over to:

**BARCLAYSAMERICAN/MORTGAGE CORPORATION**  
5032 Parkway Plaza Boulevard, Bldg. #8  
Charlotte, NC 28217

(GRANTEE)

the described Mortgage/Deed of Trust, together with the certain note(s) described therein with all interest, all liens and any rights due or to become due thereon.

Said Mortgage/Deed of Trust is recorded in the County of SHELBY, State of ALABAMA

Official Records on: 8-10-95

Original Mortgagor: JOHN S. TIMMONS, A MARRIED MAN AND JULIA CLARK TIMMONS, HUSBAND AND WIFE

Original Loan Amount: \$80,000.00

Property Address: 765 BAILEY BROOK CIRCLE, HOOVER ALABAMA 35244

Legal Municipality: SEE ATTACHED LEGAL DESCRIPTION

Document #: 1995-21832

BOOK:

PAGE:

Date: AUGUST 18, 1995

BANCOSTON MORTGAGE CORPORATION

G. F. Carney  
G. F. Carney

D. Barcia  
D. Barcia



M. P. Eyles  
M. P. Eyles, Assistant Vice President

M. Duncan  
M. Duncan, Assistant Secretary

**STATE OF FLORIDA  
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me this 18th day of AUGUST 1995 by M. P. Eyles, and M. Duncan, Assistant Vice President and Assistant Secretary of BancBoston Mortgage Corporation, a Florida Corporation, on behalf of the corporation. He/She is personally known to me and did take an oath.

Linda McCauley  
Linda McCauley, Notary Public

State of Florida At Large, My Commission Expires:



**LINDA MCCAULEY**  
MY COMMISSION # CC264003 EXPIRES  
March 10, 1997  
BONDED THRU TROY FAIN INSURANCE, INC.

K-15-1060

I hereby certify this to be a true & correct copy of the original instrument.

  
Closing Agent

[Space Above This Line For Recording Data]

## MORTGAGE

# 4606452

THIS MORTGAGE ("Security Instrument") is given on AUGUST 4TH 1995. The grantor is JOHN S. TIMMONS, A Married Man AND JULIA CLARK TIMMONS, HUSBAND AND WIFE ("Borrower"). This Security Instrument is given to BANCBOSTON MORTGAGE CORPORATION, which is organized and existing under the laws of THE STATE OF FLORIDA, and whose address is 7301 BAYMEADOWS WAY, JACKSONVILLE, FLORIDA 32256 ("Lender"). Borrower owes Lender the principal sum of EIGHTY THOUSAND AND NO / 100 Dollars (U.S. \$ 80,000.00). 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 AUGUST 01, 2025. 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 7, ACCORDING TO THE SURVEY OF RIVERCHASE WEST - DIVIDING RIDGE, AS RECORDED IN MAP BOOK 6, PAGE 108, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

MINERAL AND MINING RIGHTS EXCEPTED. ~~Inst. #~~ 1996-04895

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SHELBY COUNTY JUDGE OF PROBATE  
002 SNA 11.00

which has the address of 765 BAILEY BROOK CIRCLE, HOOVER,  
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.