Pool Number:

0000068762 0436048

STM Loan Number: GMAC Loan Number:

0303163729

Investor Loan Number: 1654338756

This document prepared by: When recorded, return to: LaSalle National Trust, N.A.

25 Northwest Point Blvd., Suite 800

Elk Grove Village, IL 60007

Space above this line for recording information

## ASSIGNMENT OF MORTGAGE

SHELBY COUNTY

: 28

For value received, the undersigned, STM Mortgage Company, a Texas corporation, (Assignor) whose office is located at 1250 Mockingbird Lane, Dallas, TX 75247, does hereby grant, sell, assign, transfer, and convey to GMAC Mortgage Corporation of PA (Assignee) whose office is located at 8360 Old York Road, Elkins Park, PA 19117, all beneficial interest under that certain MORTGAGE described below:

Original Document Date (if shown):

02/27/67

Original Borrowers:

BILLIE E. FANCHER AND WIFE, BENNY JO FANCHER

State Where Document Recorded:

County Where Document Recorded:

**SHELBY** 02/27/67

Date Document Recorded: Instrument Number (if any):

Book Document Recorded in (if shown):

305

Page Document Recorded on (if shown):

337

SEE ATTACHED LEGAL DESCRIPTION

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever subject to the terms and conditions of the above described MORTGAGE.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment as of January 1, 1996.

STM Mortgage Company

Whitman

Erin Whitman

Vice President

State of Illinois County of Cook

On January 1, 1996 before me, Cheri Klempner personally appeared Erin Whitman personally known to me (or proved to me on the basis of satisfactory evidence) to be the same person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument, the person(s) or entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

fnma-interim

MY COMMISSION EXPIRES 11/18/96

STM-FNMA Portfolio

12/18/95

Pool #: 0000068762 Loan #: 0436048

State:

AL

## **MORTGAGE**

2-27-67

THE STATE OF ALABAMA,

COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS:

Billie E. Fancher and wife, Benny Jo Fancher That whereas the undersigned

Shelby , County of Montevallo , of the City of

, party of the first part (hereinafter called the Mortgagor), has become justly Alabama and State of

indebted unto Jackson Securities & Investment Company

, a corporation organized and existing under the laws of State of Delaware , party of the second part (hereinafter called the Mortgagee), in the full sum of 22,600.00 Dollars (\$ Twenty-two Thousand, Six Hundred and no/100 per centum money lent and advanced, with interest at the rate of six %) per annum until paid, for which amount the Mortgagor has signed and delivered unto the said Mortgagee a certain promissory note bearing even date with these presents, the said principal and interest to be payable at the office of . Jackson Securities & Investment Company , or at such other place as the holder may designate in Birmingham, Alabama writing, in monthly installments of One Hundred Thirty-five & 60/100 , 19  $67^{\checkmark}$ , and on the ), commencing on the first day of April 135.60 Dollars (\$ first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of March, 1997

WHEREAS the said Mortgagor is desirous of securing the prompt payment of said note and the several installments of principal, interest, and monthly payments hereinafter provided for, and any additional indebtedness ac--cruing to the Merigages on account of any future payments, advances, or expenditures made by the Mortgages as hereinafter provided:

NOW, THEREFORE, in consideration of the premises and the sum of One Doller (\$1) to the undersigned Mort-Billie E. Fancher and wife, Benny Jo Fancher in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, and for the purpose of securing the the said prompt payment of said indebtedness as it becomes due do hereby grant, bargain,

Billie E. Fancher and wife, Benny Jo Fancher sell, and convey unto the said Mortgagee the following described real property situated in Shelby County, Alabama, to wit:

Lot 21 according to First Addition to Indian Highlands, as shown by map recorded in Map Book 5, page 6 in the Probate Office of Shelby County, Alabama.

Subject to covenants, restrictions and conditions contained in that certain instrument dated August 9, 1965, referred to on said map and recorded in Deed Book 236, page 898 in the Probate Office of Shelby County, Alabama. Subject to: Building set back line as follows: Building shall not be located nearer than 30' to nor more than 70' from either the front lot line or side street line or nearer than 10' to side lot line. Agreement to Alabama Power Company dated July 17, 1965 recorded 4 said Probate Office in Deed Book 242, page 791. Inst

04/12/1996-11944

I certify this to be a true & exact copy of the original. 10:28 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE

11.00 OO2 MCD