

When recorded, return to;
LaSalle National Trust N.A.
25 Northwest Point, 8th fl.
Elk Grove Village, IL 60007

Assignment of Mortgage

Inst # 1996-18431

06/06/1996-18431
12:34 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 11.00
(reserved for recording data)

31
Date: February 9, 1996

FOR VALUABLE CONSIDERATION, **Home Federal Savings Bank**, a Corporation under the laws of the United States of America, Assignor (whether one or more), hereby sells, assigns and transfers to **Crescent Bank and Trust Company**, Assignee (whether one or more), the Assignor's interest in the Mortgage dated September 7, 1995, executed by John I. Schiwitz and wife, Cynthia A. Schiwitz

as Mortgagor, to The Hutson Company, Inc.

as Mortgagee, and filed for record September 11, 1995, as Document Number 1995-25072

(or in Book _____ of Mortgages Page _____), in the Office of the (County Recorder)

(Registrar of Titles) of Shelby County, Alabama, together with all right and interest in the note and obligations therein specified and the debt thereby secured.

ASSIGNOR
HOME FEDERAL SAVINGS BANK

By Roxanne M. Hellickson
Roxanne M. Hellickson
Its Vice President

By Susan G. Thompson
Susan G. Thompson
Its Assistant Secretary

STATE OF MINNESOTA } ss.
COUNTY OF Fillmore }

The foregoing instrument was acknowledged before me this 9th day of February, 1996, by Roxanne M. Hellickson and Susan G. Thompson, the Vice President and Assistant Secretary of **Home Federal Savings Bank**, a Corporation under the laws of the United States of America, on behalf of the Corporation.

THIS INSTRUMENT WAS DRAFTED BY

HOME FEDERAL SAVINGS BANK
101 NORTH BROADWAY
P.O. BOX 231
SPRING VALLEY, MN 55975

Danae Ostern
Signature of person taking acknowledgment



Notarial Stamp or Seal (or other title or rank)

Inst # 1995-25072

09/11/1995-25072
09:23 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
010 SNA 335.80

Inst # 1996-18431

06/06/1996-18431
12:34 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 11.00

50822

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 7
19 95. The grantor is John I. Schiwitz and wife, Cynthia A. Schiwitz
Company, Inc. ("Borrower"). This Security Instrument is given to The Hutson
under the laws of the State of Alabama, which is organized and existing
Plaza Suite 816, Birmingham, Alabama 35209, and whose address is One Independence
Borrower owes Lender the principal sum of TWO HUNDRED THREE THOUSAND ONE HUNDRED FIFTY
AND NO/100----- Dollars (U.S.\$ 203,150.00). 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 October 1, 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 17, according to the survey of Heatherwood, 1st Amended Final Record
Plat of Heatherwood, 9th Sector, Phase I, as recorded in Map Book 19 page 159,
in the Probate Office of Shelby County, Alabama; being situated in Shelby
County, Alabama. Mineral and mining rights excepted.

The proceeds of this loan have been applied on the purchase price of the
herein described property.

which has the address of 913 Spyglass Circle, Birmingham,
Alabama 35244 ("Property Address");
[Street] [City] [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.

ALABAMA Single Family — FNMA/FHLMC UNIFORM INSTRUMENT

Initial(s) JIS
DCAL511

Page 1 of 6
FIRST DATA SYSTEMS, INC.

LOAN #: 258803-6 Amended 5/91

FORM 3001 9/90

(615)61-8404