

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

Assignment of Mortgage

Date: February 9, 1996

Inst # 1996-18434

06/06/1996-18434
12:34 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 NCD 11.00
(reserved for recording data)

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 October 28, 1994, executed by James C. Cooper, III; and Joyce K. Cooper, husband and wife

as Mortgagor, to First Southeast Mortgage, LTD.

as Mortgagee, and filed for record October 31, 1994, as Document Number 1994-32437

(or in Book _____ of _____ 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

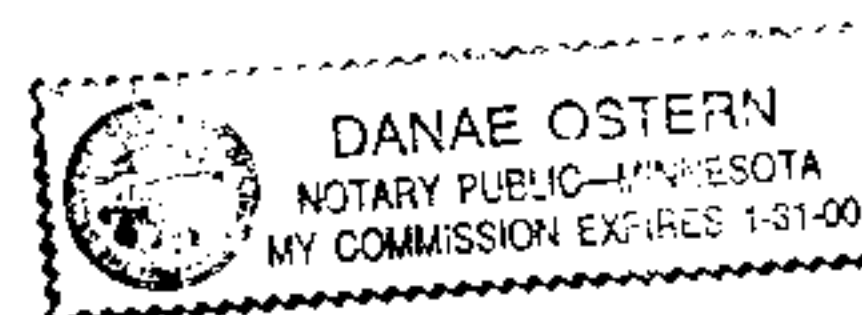
STATE OF MINNESOTA } ss.
COUNTY OF Fillmore }

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 Oster
Signature of person taking acknowledgement



Notarial Stamp or Seal (or other title or rank)

AFTER RECORDING MAIL TO:

Inst # 1994-32437

10/31/1994-32437
08:21 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
010 MCD 295.60

LOAN NO. 228429-7

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 28, 1994. The mortgagor is JAMES C. COOPER, III; and JOYCE K. COOPER, husband and wife

("Borrower").

This Security Instrument is given to FIRST SOUTHEAST MORTGAGE, LTD.,

which is organized and existing under the laws of , and whose address is 2700 HIGHWAY 280 EAST STE 280E, BIRMINGHAM, AL 35223 ("Lender").

Borrower owes Lender the principal sum of One Hundred Seventy Six Thousand Four Hundred Dollars and no/100 Dollars (U.S. \$ 176,400.00). 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 November 1, 2024. 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 21, Block 2, according to the Survey of Kirkwall, a Subdivision of Inverness, as recorded in Map Book 6, Page 152, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

The proceeds of this Mortgage Loan have been applied toward the purchase price of the real property conveyed herein.

which has the address of 2900 KIRKCALDY LANE, BIRMINGHAM, Alabama 35242 ("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.

Inst # 1996-18434
06/06/1996-18434
12:34 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 11.00