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

Inst # 1996-18436

Assignment of Mortgage

5

06/06/1996-18436
12:34 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 11.00
(Reserved for recording data)

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 14, 1995, executed by Harry Z. Silsby and Carol C. Silsby, husband and wife, as Mortgagor, to The Hutson Company, Inc., as Mortgagee, and filed for record September 25, 1995, as Document Number 1995-26876 (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 acknowledgement

DANAE OSTERN
NOTARY PUBLIC—MINNESOTA
MY COMMISSION EXPIRES 1-31-00

Notarial Stamp or Seal (or other title or rank)

3490

AFTER RECORDING MAIL TO:

Crescent Bank and Trust Company
115 Perimeter Center Place, Suite 285
Atlanta, GA 30346

Inst # 1995-26876

09/25/1995-26876
02:05 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
008 MCD 199.25

Inst # 1996-18436

06/06/1996-18436
12:34 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 11.00

LOAN NO. 258975-2

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 14, 1995. The mortgagor is HARRY Z. SILSBY and CAROL C. SILSBY, husband and wife ("Borrower").

This Security Instrument is given to THE HUTSON COMPANY, INC., which is organized and existing under the laws of ALABAMA, and whose address is 1 INDEPENDENCE PLAZA, BIRMINGHAM, AL 35209 ("Lender"). Borrower owes Lender the principal sum of One Hundred Fifteen Thousand Five Hundred Dollars and no/100 Dollars (U.S. $ 115,500.00). 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:

The Southwesterly 20.45 feet of Lot 8 and the Northeasterly 0.55 feet of Lot 9, according to the Survey of Meadow Brook Townhomes, as recorded in Map Book 10, page 2, in the Probate Office of Shelby County, Alabama.

The proceeds of this loan have been applied to the purchase price of the property described herein conveyed to mortgagors simultaneously herewith.

which has the address of 108 MEADOW CROFT CIRCLE [Street], BIRMINGHAM [City], Alabama 35242 [Zip Code] ("Property Address");

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.