

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

Assignment of Mortgage

4

Date: February 9, 1996

Inst # 1996-18437

06/06/1996-18437
12:34 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 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 September 1, 1994, executed by Mark Gornik and wife, Patty Gornik

as Mortgagor, to Scott Mortgage Corporation

as Mortgagee, and filed for record September 9, 1994, as Document Number 1994-27788

(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 }
COUNTY OF Fillmore } ss.

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



Notarial Stamp or Seal (or other title or rank)

AFTER RECORDING MAIL TO:

Inst # 1994-27788

09/09/1994-27788
11:48 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
008 MCD 286.85

LOAN NO. 228294-5

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 1, 1994. The mortgagor is MARK GORNIK AND WIFE, PATTY GORNIK

("Borrower").

This Security Instrument is given to SCOTT MORTGAGE CORPORATION.

which is organized and existing under the laws of ALABAMA, and whose address is 200 VESTAVIA PARKWAY STE. 2600, BIRMINGHAM, AL 35216 ("Lender"). Borrower owes Lender the principal sum of One Hundred Seventy Three Thousand Eight Hundred Fifty Dollars and no/100


Dollars (U.S. \$ 173,850.00). 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 September 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 8, Block 2, according to the survey of Kirkwall, a subdivision of Inverness, as recorded in Map Book 6, Page 152 A & B, in the Probate Office of Shelby County, Alabama.

This is a Purchase Money Mortgage.

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which has the address of 
Alabama ~~XXXXXX~~ 35242
[Zip Code]

5129 KIRK WALL LANE
[Street]
("Property Address");

BIRMINGHAM
[City]

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.