

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

Assignment of Mortgage

7

Date: February 9, 1996

Inst # 1996-18438

06/06/1996-18438
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 October 31, 1994, executed by Fred A. Jones, and Melanie K. Jones, Husband and Wife

as Mortgagor, to The Hutson Company, Inc.

as Mortgagee, and filed for record November 4, 1994, as Document Number 1994-32969

(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

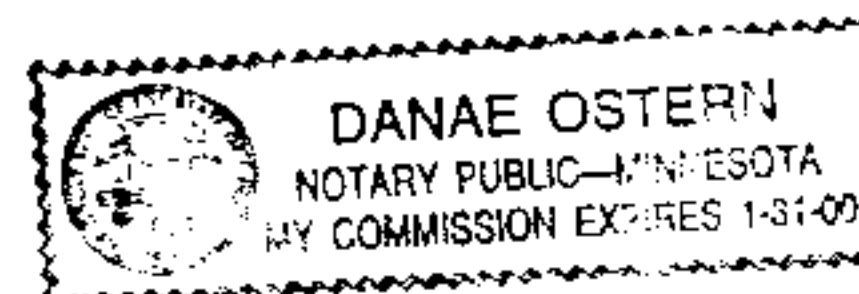
STATE OF MINNESOTA }
COUNTY OF Fillmore } ss.

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 acknowledgements



Notarial Stamp or Seal (or other title or rank)

AFTER RECORDING MAIL TO:

Inst # 1994-32969

LOAN NO. 248051-5

11/04/1994-32969
11:25 AM CERTIFIED

[Space Above This Line For Recording Data]
SHELBY COUNTY JUDGE OF PROBATE

MORTGAGE

008 MCD 228.35

Inst # 1996-18438

08/06/1996-18438
12:34 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 11.00

THIS MORTGAGE ("Security Instrument") is given on October 31, 1994. The mortgagor is FRED A. JONES, and MELANIE K. JONES, HUSBAND AND WIFE

This Security Instrument is given to THE HUTSON COMPANY, INC.,

which is organized and existing under the laws of ALABAMA
1 INDEPENDENCE PLAZA, BIRMINGHAM, AL 35209

, and whose address is ("Lender").

Borrower owes Lender the principal sum of One Hundred Thirty Four Thousand Nine Hundred Dollars and no/100 Dollars (U.S. \$ 134,900.00). 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 3, according to the Map and Survey of Oak Glen, 2nd Sector, 1st Addition, as recorded in Map Book 12, Page 20, in the Probate Office of Shelby County, Alabama. Mineral and mining rights excepted.

Subject to: All easements, restrictions and rights-of-way of record.

Reference is hereby made to the Rider to the mortgage which is attached hereto and incorporated herein for all purposes and dated October 31, 1994. *jas. MKQ*

The proceeds of this mortgage debt were used to acquire title to the foregoing property by deed executed simultaneously herewith and this mortgage is made by the purchaser of the property for the purpose of securing a portion of the purchase money therefor.

jas. MKQ
which has the address of 613 OAK GLEN DRIVE
[Street]
Alabama 35244 ("Property Address");
[Zip Code]

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.