

Shappard, Kristy
444 Crosscreek Trail
Pelham, Alabama 35124
Loan #47E2985
FHA #011-3506692-703
BBWCDF #96-0125-A-0734

Inst # 1996-23075

07/17/1996-23075
01:44 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 SNA 11.00

ASSIGNMENT OF MORTGAGE

THE STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SHELBY

THAT the undersigned is the present and legal and equitable owner and holder of the following, to-wit:

That one certain promissory note in the original principal sum of \$93,160.00, dated JANUARY 27, 1992 and executed by KRISTY S. SHEPPARD, payable to the order of TROY & NICHOLS, INC. more fully described in a Mortgage of even date therewith executed by KRISTY S. SHEPPARD, A SINGLE INDIVIDUAL, filed for record on FEBRUARY 5, 1992 at BOOK 387, PAGE 139, records of SHELBY COUNTY, ALABAMA; all of the above instruments concerning the following described property to-wit:

LOT 13, BLOCK 3, ACCORDING TO THE SURVEY OF CAHABA VALLEY ESTATES, SEVENTH SECTOR, AS RECORDED IN MAP BOOK 6, PAGE 84, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

For good and valuable consideration paid to the undersigned (the current legal and equitable owner, holder and beneficiary of said note and liens), the receipt and sufficiency of which is hereby, acknowledged, has TRANSFERRED, ASSIGNED, GRANTED and CONVEYED unto THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT of Washington, D.C., his/her successors and assigns, the above described note, together with all liens, and any superior title, held by the undersigned securing the payment thereof.

This transfer of lien is made without recourse or warranty, except that the undersigned warrants that:

- (a) No act or omission of the undersigned has impaired the validity and priority of the said security instruments;
- (b) The security instrument is a good and valid first lien and is prior to all mechanic's and materialmen's liens filed of record regardless of when such liens attach, and prior to all liens, encumbrances, or defects which may arise except such liens or other matters as have been approved by the assignee hereunder;

(c) The sum of NINETY THOUSAND FOUR HUNDRED TEN AND 50/100 DOLLARS (\$90,410.50) together with the interest from the 1st DAY OF AUGUST, 1996, at the rate of 8.500% per annum, computed as provided in the credit instrument, is actually due and owing under said credit instrument;

(d) The undersigned has a good right to assign the security and credit instruments.

EXECUTED this 28 day of June, 1996.

CHASE MORTGAGE SERVICES, INC.
F/K/A CHASE MANHATTAN MORTGAGE
CORPORATION SUCCESSOR BY MERGER
TO TROY & NICHOLS, INC.

ATTEST:

NAME: David B. Gibson
TITLE: Vice President

NAME: James K. Tireman
TITLE: Senior Vice President

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ACKNOWLEDGEMENT

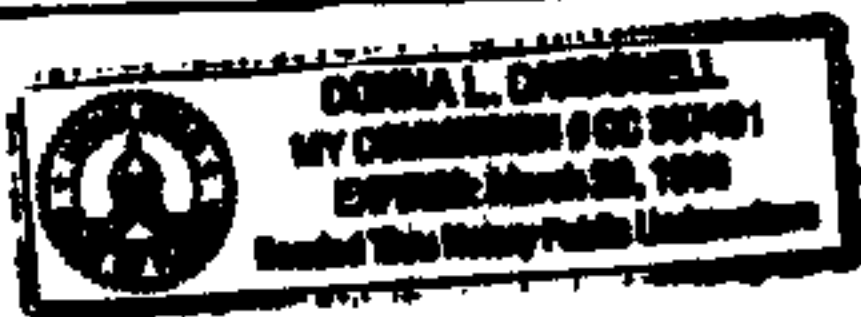
THE STATE OF Florida

COUNTY OF Hillsborough

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This instrument was acknowledged before me on this 28 day of June, 1996, by James K. Tireman, Sr. Vice President of CHASE MORTGAGE SERVICES, INC. F/K/A CHASE MANHATTAN MORTGAGE CORPORATION SUCCESSOR BY MERGER TO TROY & NICHOLS, INC., a corporation, on behalf of said corporation.

MY COMMISSION EXPIRES:



Donna L. Carbonell
Notary Public State of _____

Printed Name of Notary Public

PREPARED BY:
BARRETT BURKE WILSON CASTLE DUFFIN & FRAPPYER, L.L.P.

After Recording, Please Return to:

Attn: Jean Vinetson
Barrett Burke Wilson Castle Duffin & Frappier, L.L.P.
6750 Hillcrest Plaza Dr., Suite 502
Dallas, Texas 75220