

After Recording Return To:  
Richardson Consulting Group, Inc.  
505-A San Marin Drive #110  
Novato, CA 94945

# RECORD 1ST

HUD Control Number: 201511 Loan Number: 2365484

MASON STAFFORD  
PREPARED BY: BERKELEY FEDERAL B&T  
1665 PALM BEACH LAKES BLVD.  
W. PALM BEACH, FL 33401

## ASSIGNMENT OF MORTGAGE ALABAMA

Inst \* 1996-26352  
11:10 AM CERTIFIED

08/14/1996-26352  
11:10 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MEL 13:50

This **ASSIGNMENT OF MORTGAGE** is made and entered into as of this 1st day of **May**, 1996 from **U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD")**, whose address is **451 SEVENTH ST., SW, WASHINGTON, DC 20410** ("Assignor") to **BERKELEY FEDERAL BANK & TRUST FSB**, whose address is **THE FORUM, SUITE 105, 1665 PALM BEACH LAKES BLVD., WEST PALM BEACH, FLORIDA 33401** ("Assignee").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does by these presents hereby grant, bargain, sell, transfer and set over unto the Assignee, its successors, transferees and assigns forever, all of the right, title and interest of said Assignor in and to the following instrument describing land therein, duly recorded in the Probate Office of **SHELBY** County, State of **ALABAMA**, as follows:

Mortgagor: JOSEPH M. HUFFSTETLER AND SUSAN C. HUFFSTETLER  
Mortgagee: NATIONAL HERITAGE MORTGAGE CORPORATION  
Document Date: DECEMBER 30, 1986  
Date Recorded: JANUARY 12, 1987  
Book/Volume/Docket/Liber: 109  
Page/Folio: 658  
Property Address: 319 FRAN DRIVE, MONTEVALLO, AL

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**

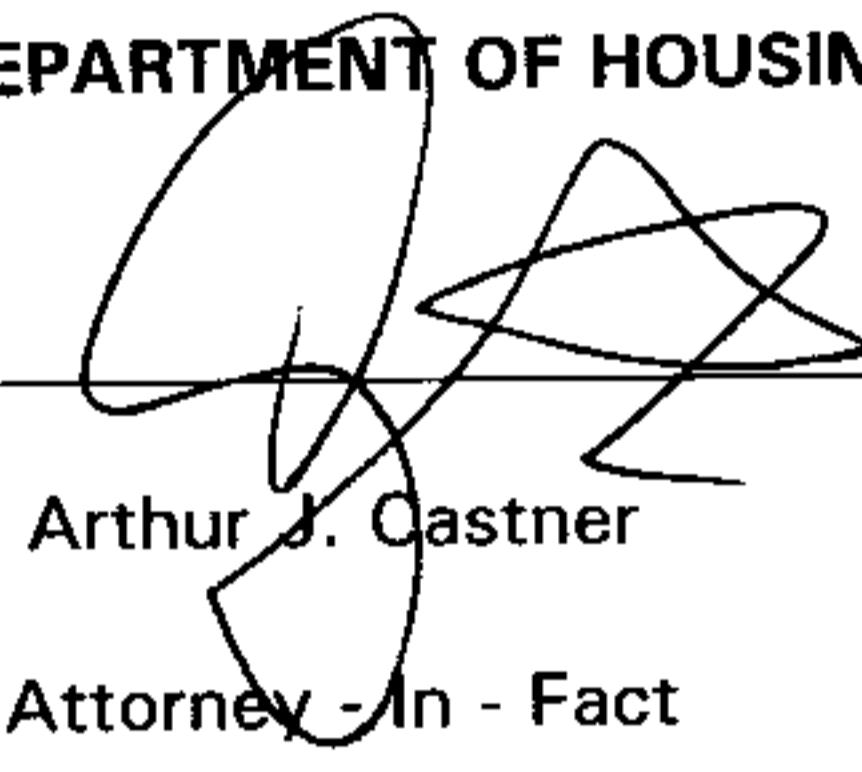
Together with any and all notes and obligations therein described or referred to, the debt respectively secured thereby and all sums of money due and to become due thereon, with interest thereon, and attorney's fees and all other charges.

Any changes in the payment obligations under the Note by virtue of any forbearance or assistance agreement, payment plan or modification agreement agreed to by U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD"), whether or not in writing, is binding upon the Assignee/Payee, its successors and assigns. The Note and the Mortgage/Deed of Trust securing the Note may only be transferred and assigned to a person or entity that is either an FHA-Approved Servicer/Mortgagee/Beneficiary or who has entered into a contract for the servicing of the Note with an FHA-Approved Servicer. The Note and the Mortgage/Deed of Trust securing the Note shall be serviced in accordance with the servicing requirements set forth by HUD. These sales and servicing provisions shall continue to apply unless the Mortgage/Deed of Trust is modified, for consideration, with the consent of the Mortgagor/Trustor, refinanced, or satisfied of record. **This assignment/endorsement is made and executed with all FHA insurance terminated.**

This Assignment is made without recourse.

Dated: May 1, 1996.

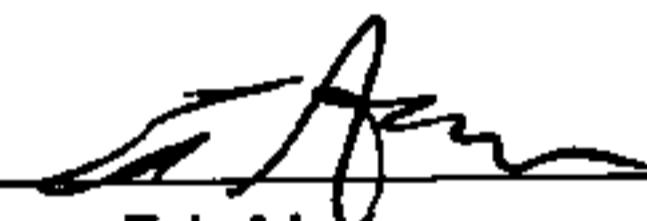
**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD")**

BY: 

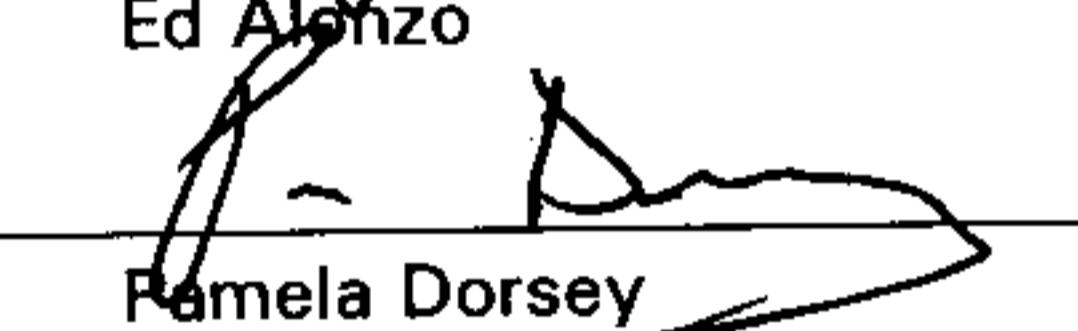
NAME: Arthur J. Castner

TITLE: Attorney - In - Fact

Witnesses:

(1) 

Ed Alonso

(2) 

Pamela Dorsey

STATE OF FLORIDA

)  
ISS.

COUNTY OF PALM BEACH )

Subscribed and sworn to me this 1st day of May, 1996, by Arthur J. Castner as Attorney - In - Fact of U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD"). He is personally known to me.



Notary Public

NOTARY STAMP OR SEAL



CATHI BARNETT  
My Commission CC556508  
Expires May 21, 2000

**State of Alabama**

**FMA Case No.**

011-2754839-703

**EXHIBIT "A"**

The State of Alabama, }  
SHELBY County. } ss:

**Know All Men by These Presents:**

That whereas the undersigned Joseph M. Huffstetler and wife, Susan C. Huffstetler

, of the City of Montevallo, County of Shelby  
and State of Alabama, party of the first part (hereinafter called the Mortgagor),  
has become justly indebted unto National Heritage Mortgage Corporation

, a corporation organized and existing under the laws of the State of Alabama  
, party of the second part (hereinafter called the Mortgagor), in the full-  
sum of Fifty-Seven Thousand Two Hundred Ninety-Seven and no/100-----  
----- Dollars (\$ 57,297.00 ),  
money lent and advanced, with interest at the rate of nine and one-half per centum ( 9.50 % )  
per annum until paid, for which amount the Mortgagor has signed and delivered unto the said Mortgagee a certain promissory note  
bearing even date with these presents, the said principal and interest to be payable at the office of  
National Heritage Mortgage Corporation  
in Birmingham, Alabama

or at such other place as the holder  
may designate in writing, in monthly installments of Four Hundred Eighty-One and 78/100-----  
-----Dollars (\$ 481.78 ), commencing on the first day of February ,  
19 87 , and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of  
principal and interest, if not sooner paid, shall be due and payable on the first day of January , 2017 .

Whereas the said Mortgagor is desirous of securing the prompt payment of said note and the several installments of principal, interest, and monthly payments hereinafter provided for, and any additional indebtedness accruing to the Mortgagee on account of any future payments, advances, or expenditures made by the Mortgagee as hereinafter provided:

Now, Therefore, in consideration of the premises and the sum of One Dollar (\$1) to the undersigned Mortgagor in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, and for the purpose of securing the prompt payment of said indebtedness as it becomes due the said Mortgagor does hereby grant, bargain, sell, and convey unto the said Mortgagee the following described real property situated in **Shelby** County, Alabama, to wit:

Lot 24, in Block 1, according to the Survey of Green Valley,  
Third Sector, as recorded in Map Book 6, page 113, in the  
Office of the Judge of Probate of Shelby County, Alabama.  
Mineral and mining rights excepted.

Subject to existing easements, restrictions, set-back lines, rights of way, limitations, if any, of record.

The following items are taken as additional security: range/oven.

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

The Rider hereto is referenced and incorporated and made a part hereof.

together with the hereditaments and appurtenances thereunto belonging, and also together with all equipment and fixtures for heating and lighting now or hereafter installed therein by the Mortgagor.

and lighting now or hereafter installed therein by the Mortgagor.  
**To Have and to Hold** the same with all the rights, privileges, and appurtenances thereunto belonging or in anywise appertaining unto the said Mortgagee and assigns of the Mortgagee forever.

to the said Mortgagee and assigns of the Mortgagee forever.

And the Mortgagor hereby covenants that they are seized of said real property in fee simple, and have a good right to sell

and convey the same; that the property is free from all encumbrances and that the Mortgagor, and Mortgagor's heirs, executors, administrators, next-of-kin, and assigns will forever defend the same unto the Mortgagee and assigns against the claims of all persons whomsoever;

This form is used in connection with mortgages insured under the one-to-four family provisions of the National Housing Act which require a One-Time Mortgage Insurance Premium payment including section 203(b) and (i) in accordance with regulations for those programs.

**Previous Editions Are Obsolete**

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HUD-92100M-1 (3-88 Edition)

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