

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

HUD Control Number: 201300 Loan Number: 2336287

**ASSIGNMENT OF MORTGAGE
ALABAMA**

Inst # 1996-26671

08/16/1996-26671
12:04 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 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: JERRY LEE WATTS PATRICIA FAYE WATTS
Mortgagee: REAL ESTATE FINANCING, INC.
Document Date: 10/5/79
Date Recorded: 10/11/79
Book/Volume/Docket/Liber: 397
Page/Folio: 105
Property Address: 270 HIGHWAY 24, 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.

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

2336287

This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

EXHIBIT "A"

THE STATE OF ALABAMA,

JEFFERSON

COUNTY.

KNOW ALL MEN BY THESE PRESENTS:

That whereas the undersigned Jerry Lee Watts and wife, Patricia Faye Watts
of the City of Birmingham, County of Jefferson
and State of Alabama, party of the first part (hereinafter called the Mortgagor), has become justly
indebted unto Real Estate Financing, Inc.

a corporation organized and existing under the laws of the State of Alabama
party of the second part (hereinafter called the Mortgagee), in the full sum of
Fifty Seven Thousand Four Hundred and No/100—Dollars (\$ 57,400.00).

money lent and advanced; with interest at the rate of ten & one-half per centum
(10-1/2 %) 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 Real Estate Financing, Inc.
in Montgomery, Alabama, or at such other place as the holder may designate in
writing, in monthly installments of Five Hundred Twenty Five and 21/100—
Dollars (\$ 525.21), commencing on the first day of November, 1979, 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 October, 2009.

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 Mortga-
gee 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
Jerry Lee Watts and wife, Patricia Faye Watts

in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, and for the purpose of securing the prompt pay-
ment of said indebtedness as it becomes due we the said

Jerry Lee Watts and wife, Patricia Faye Watts
do hereby grant, bargain, sell, and convey unto the said Mortgagee the following described real property situated in

Shelby County, Alabama, to wit:
Description of a parcel of land situated in the northeast quarter of the southeast quarter of
Section 35, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly
described as follows: From the northwest corner of said northeast quarter of southeast quarter
run thence in a southerly direction along the west line of said quarter quarter section for a
distance of 70.15 feet to a point on the centerline of Shelby County Road #24; thence turn an
angle to the left of 86°-48'-30" and run in an easterly direction along the center line of said
county road for a distance of 261.94 feet; thence turn an angle to the right of 104°-19'-30" and
run thence in a southwesterly direction for a distance of 41.28 feet to a point on the south
right-of-way line of said county road, said point being the point of beginning of the parcel
herein described; thence continue in a southwesterly direction along the said course as before
for a distance of 403.70 feet; thence turn an angle to the left of 104°-16' and run in an
easterly direction for a distance of 347.81 feet; thence turn an angle to the left of 113°-33'
41" and run in an NWLY direction for a distance of 175.59 feet; thence turn an angle to the
right of 7°-57'-38" and run in a northwesterly direction for a distance of 239.26 feet to a
point on the south right-of-way line of said county road; thence turn an angle to the left of
74°-27'-27" and run in a westerly direction along the south right-of-way line of said road for a
distance of 113.79 feet to the point of beginning.

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

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.

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.

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 Mortga-
gor'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 MORTGAGE IS MADE, however, subject to the following covenants, conditions, and agreements, that is to say:

1. That the Mortgagor will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and
in the manner therein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on
the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an in-
tention to exercise such privilege is given at least thirty (30) days prior to prepayment.

CORLEY, MONCUS, HALBROOK & GOINGS, ATTORNEYS

1033 MONTGOMERY AVE. S.W.

BIRMINGHAM, ALABAMA 35203

STATE OF ALABAMA
UNIFORM (12-78)

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