

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

HUD Control Number: 201368 Loan Number: 2349777

Inst # 1996-26672

08/16/1996-26672
12:04 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 13.50

ASSIGNMENT OF MORTGAGE ALABAMA

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: F P NO 6, LTD FEDERAL PROPERTIES, INC
Mortgagee: MORRIS MORTGAGE CORP.
Document Date: 2/1/83
Date Recorded: 2/9/83
Book/Volume/Docket/Liber: 427
Page/Folio: 276
Property Address: 121 MEADOWGREEN DR, 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: Donald St. John

NAME: Donald St. John

TITLE: Attorney - In - Fact

• Witnesses:

(1) Ed Stone
Ed Stone

(2) Kym Cope
Kym Cope

STATE OF FLORIDA)
)SS.
COUNTY OF PALM BEACH)

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

Elizabeth J. Horan
Notary Public

NOTARY STAMP OR SEAL

PREPARED BY: BERKELEY FEDERAL B&T
1685 PALM BEACH LAKES BLVD.
W. PALM BEACH, FL 33401
MASON STAFFORD



ELIZABETH J HORAN
My Commission CC558560
Expires May. 22, 2000

2349777

2140055989

EXHIBIT "A"

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

THE STATE OF ALABAMA,

SHELBY

COUNTY.

KNOW ALL MEN BY THESE PRESENTS:

That whereas the undersigned F P NO. 6, LTD., an Alabama limited partnership, of the City of Opelika, County of Lee and State of Alabama, party of the first part (hereinafter called the Mortgagor), has become justly indebted unto Morris Mortgage Corp.

a corporation organized and existing under the laws of the State of Georgia, party of the second part (hereinafter called the Mortgagee), in the full sum of Thirty Eight Thousand Nine Hundred Fifty and no/100ths Dollars (\$38,950.00),

money lent and advanced, with interest at the rate of twelve and one-half per centum (12.50 %) 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 Morris Mortgage Corp.

in Smyrna, Georgia, or at such other place as the holder may designate in writing, in monthly installments of Four Hundred Fifteen and 99/100ths Dollars (\$ 415.99), commencing on the first day of March, 19 83, 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 February, 2013.

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 F P NO. 6, LTD.

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 F P NO. 6, LTD., an Alabama limited

partnership, does

do hereby grant, bargain, sell, and convey unto the said Mortgagee the following described real property situated in Shelby County, Alabama, to wit:

Lot Number Eleven (11), Block Three, according to the map of Meadowgreen Subdivision, as recorded in Map Book 6, Page 59, in the Office of the Judge of Probate of Shelby County, Alabama being situated in Shelby County, Alabama.

Included as additional security is the kitchen range and wall-to-wall carpeting now installed upon the premises and any replacement subsequently installed.

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 it is seized of said real property in fee simple, and has 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 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 intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

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BOOK 427 PAGE 276