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

HUD Control Number: 201514 Loan Number: 2369270

## ASSIGNMENT OF MORTGAGE ALABAMA

108/16/1 12:04 Pr

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: CONSTANTINE SOTIROPOULOS LOLA SOTIROPOULOS

Mortgagee: STOCKTON, WHATLEY, DAVIN AND COMPANY

Document Date: 11/14/86

Date Recorded: 3/13/86

Book/Volume/Docket/Liber: 119

Page/Folio: 666

Property Address: 5185 SELKIRK DR, BIRMINGHAM, 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: Donald St. John

TITLE: Attorney - In - Fact

Witnesses:

Ed Stone

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.

**NOTARY STAMP OR SEAL** 

ELIZABETH J HOBAN My Commission CC556560 Expires May. 22, 2000

**Public** 

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

MASON STAFFORD

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The State of Alabama, She1byCounty.

		RECEIVED BEG 2 2 1000	F IRITIAL
	Know All Men by These Presents	ş:	(c.s)
	That whereas the undersigned	Constantine Sotiropoulos and wife, Lola Sotiropoulos	
	and State of Alabama has become justly indebted unto	STOCKTON, WHATLEY, DAVIN AND COMPANY, a corporation organized and existing under the laws of the State of the party of the second part (hereinafter called the Mortal	Florida
		usand Forty and no/100Dollars (\$ 83,040.00 erest at the rate ofTen	10.00
	ner answer until paid for which an	nount the Mortgagor has signed and delivered unto the said Mortgagee a certain parties, the said principal and interest to be payable at the office of SIOCKION, WHAIL or at such other parties.	lace, as the holde
PAGE		728.74 (), commencing on the first day of Jar ach month thereafter until the principal and interest are fully paid, except that the paid, shall be due and payable on the first day of December esirous of securing the prompt payment of said note and the several installments of	iuary final payment o , 2016 of principal, in-
O	terest, and monthly payments herei	nafter provided for, and any additional indebtedness accruing to the Mortgagee or	account of any

real property situated in Lot 18, Block 1, according to the Survey of Selkirk, as recorded in Map Book 6, page 163, in the Probate Office of Shelby County, Alabama.

as it becomes due the said Mortgagor does hereby grant, bargain, sell, and convey unto the said Mortgagee the following described

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

County, Alabama, to wit:

future payments, advances, or expenditures made by the Mortgagee as hereinafter provided:

She1by

Together with the following described removable equipment and personal properties, which are and shall be deemed to be fixtures and a part of the realty and a portion of the security of the indebtedness herein mentioned, to wit: Range/Oven, Vent Fan, Wall to wall carpet.

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

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

This mortgage is being re-recorded to reflect the correct monthly installment as\$728.74.

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 un-

to the said Mortgagee and assigns of the Mortgagee forever. And the Mortgagor hereby convenants 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.

REPORTAL ENGINE Are Obsolete

CORLEY, MONCUS, BYNUM & De BUYS, P.C., Attys. SUITE 300 - 2100 - 16th AVENUE, S.

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