

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

HUD Control Number: 201277 Loan Number: 2380921

**ASSIGNMENT OF MORTGAGE
ALABAMA**

Inst # 1996-26675
08/16/1996-26675
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: BRYAN F. STANTON LAURIE S. STANTON
Mortgagee: REAL ESTATE FINANCING, INC.
Document Date: 7/23/79
Date Recorded: 7/26/79
Book/Volume/Docket/Liber: 394
Page/Folio: 257
Property Address: 1010 BURNT PINE DR, MAYLENE, 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.

MASON STAFFORD

2380921

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

EXHIBIT "A"

WITH DEFERRED

ENTS

THE STATE OF ALABAMA,

Jefferson COUNTY.

KNOW ALL MEN BY THESE PRESENTS:

That whereas the undersigned Bryan F. Stanton and wife, Laurie S. Stanton, 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-Two Thousand Seven Hundred and no/100— Dollars (\$ 52,700.00),

money lent and advanced, with interest at the rate of Ten per centum (10 %) 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 ~~at~~ ACCORDING TO THE SCHEDULE ATTACHED TO SAID NOTE

~~beginning~~ commencing on the first day of September, 19 79, 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 August, 2009.

DEFERRAL OF INTEREST MAY INCREASE THE PRINCIPAL BALANCE TO \$55,612.42

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 s Bryan F. Stanton and wife, Laurie S. Stanton 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 we the said Bryan F. Stanton and wife, Laurie S. Stanton

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

Lot 43, according to the Survey of Eaglewood Estates, First Sector, as recorded in Map Book 7, Page 45, in the Probate Office of Shelby County, Alabama.

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 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.

Carley, J. J. J. J. J.

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BOOK 394 PAGE 257