

Instrument prepared by: EDNA DEGEORGE NORWEST FINANCIAL ALABAMA INC
1841 MONMONTGOMERY HWY SUITE 105 HOOVER, AL. 35244

Branch Address

Branch Phone Number

ASSIGNMENT OF INTEREST IN REAL ESTATE
AND

NORWEST FINANCIAL ALABAMA INC (ASSIGNEE, SECURED PARTY).

1801 INDIAN HILLS ROAD
DANIEL KEITH SHELTON AND SHIRLEY ANN SHELTON

Address 1801 INDIAN HILLS RD (Assignor, Debtor).

TOMMYE LUNCEFORD (Vendor).

Description of Real Estate:

LOT 4, IN BLOCK 3, ACCORDING TO THE SURVEY OF FIRST ADDITION TO INDIAN
HILLS, SECOND SECTOR, AS RECORDED IN MAP BOOK 5, PAGE 7, IN THE PROBATE OFFICE
OF SHELBY COUNTY, ALABAMA.

Land Contract dated 8-9-93 1993, filed in Volume 1993, page 23677, in the real estate records of SHELBY
County, ALABAMA, on 4-10, 1998.

Loan of \$25187.65 Dollars (\$)
(Amount Financed)

dated 4-10-98, 1998, between the above named Assignee and Assignor.

In consideration of the above described loan, receipt of which is hereby acknowledged, and evidenced by a promissory note (hereinafter referred to as the Note) of the same date between the same parties: the Assignor, to secure the payment of the Note, does hereby convey, assign, transfer and set over to the Assignee, all present and future rights, title, security and interest in and to the above described real estate together with all of the present and future rights, title, security, and interest in and to the above described land contract. Said contract to be retained by the Assignee as evidence of its security interest therein.

It is understood and agreed that the Assignor herein will remain solely obligated and liable for payment to the Vendor of said land contract unless the Assignee shall subsequently enforce this Assignment.

It is further understood and agreed that the above Assignor has, on this date, executed the Note payable to the Assignee. This document and the interests assigned herein shall serve as security for the Note. This document shall serve as security until full and complete payment is made on the Note.

It is further understood and agreed that the Assignor relinquishes any and all rights of dower and homestead in the above described real estate until the Note is paid in full.

In the event of any failure, neglect, or refusal on behalf of the Assignor herein to make any of the installment payments due under the terms of the said land contract or the Note, the Note will become immediately due and payable and the Assignee herein, or holder of the Note, may enforce either document, either in law or equity, at the option of the holder, maker, or Assignee, without barring other remedies available.

In the event the title to the above described property is delivered to the Assignor prior to the payment in full of the Note, this Assignment shall be considered a mortgage on the above described property in favor of the Assignee.

Assignor herein covenants that the security granted by this document will be protected by the Assignor's timely and full payments on the above described land contract. It is understood and agreed that a default by the Assignor of any obligations under said land contract or the Note shall be a default of this Agreement for which the Assignee may enforce by any means permitted by law its rights as granted herein.

Upon full payment of all present and future obligations by the Assignor herein to the Assignee, the interests of the Assignee will be released and returned to the Assignor herein.

A carbon reproduction of this Assignment shall be sufficient as a financing statement and will be on file in the real estate records of the county in which the above described property is located.

Whenever the context of this Assignment so requires, the use of the singular number shall include the plural and the plural the singular.

NOTICE TO CONSUMER: 1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with the law.

STATE OF Alabama

COUNTY OF Jefferson

On this 10 day of April, 1998, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Daniel Keith Shelton & Shirley Ann Shelton to the known to be the identical persons named in and who executed the foregoing instrument, and acknowledged the same as (their, his, or her) voluntary act and deed.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Apr. 29, 2000, Notary Public

My Commission expires on the 29 day of April, 1998.

I hereby acknowledge that all parties obligated on the loan secured hereby have received written notice of the right to rescind the loan.

95 09/95 (1A)

(Borrower's Signature)

04/29/1998-15445
12:08 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 MEL 8.50

Inst # 1998-15445