

Recording requested by/Return to:  
Union Planters Bank, N.A.  
Attn: Jean M. King, AX2  
7130 Goodlett Farms Parkway  
Cordova, TN 38018

GFB # 742314  
UPB # 4257762

### ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage, (herein "Assignor") whose address is 7130 Goodlett Farms Parkway, Cordova, TN 38018, does hereby grant, sell, assign, transfer, and convey unto Guaranty Federal Bank, F.S.B. whose address is 200 Westlake Boulevard, Suite 203, Westlake Village, CA 91362 (herein "Assignee") all beneficial interest under a certain Mortgage, dated 2/25/97, made and executed by Michael R. Molitor and Cindy Sullivan-Molitor to Southeastern Mortgage of Alabama, L.L.C., Beneficiary, upon the following described property situated in Shelby County, State of Alabama:

SEE ATTACHED EXHIBIT "A"

Such Mortgage having been given to secure payment of \$ 497,000.00, which Mortgage was recorded on 2/26/97, in Book , Page , Instrument 1997-05950 of the Official Records of Shelby County, State of Alabama, together with the note(s) and obligations therein described, the money due and to become due thereon with interest, and all rights accrued to or to accrue under such Mortgage.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on April 29, 1998.

Susan E. Shelton  
Witness: Susan E. Shelton

Union Planters Bank, N.A.

Glenda E. Harris  
Witness: Glenda E. Harris

By: Jean M. King  
Jean M. King, Vice President

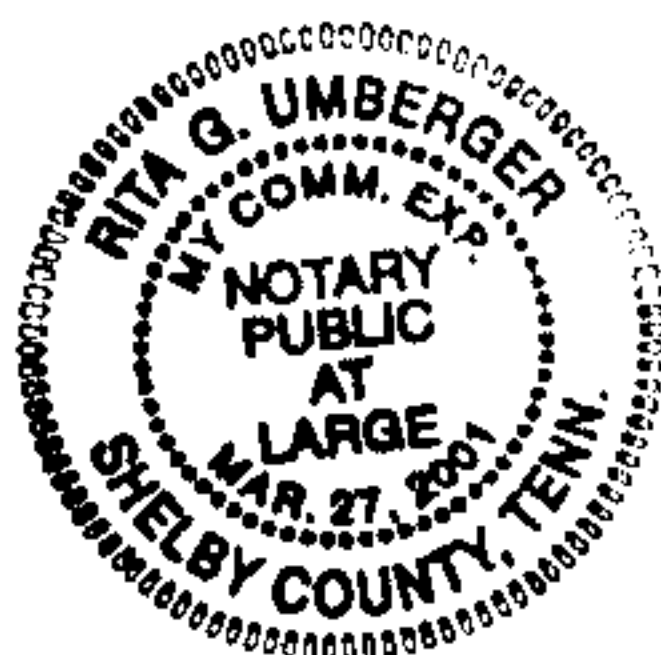
Attest

Debbie McDaniel  
Debbie McDaniel, Asst. Secretary



State of Tennessee  
County of Shelby

On this 29th day of April, 1998, before me, a Notary Public appeared Jean M. King, who being by me duly sworn did say that she is the Vice President of said Union Planters Bank, N.A., and that the said instrument was signed on behalf of said institution by authority of its Board of Directors; and the said Jean M. King, as such Vice President being authorized so to do acknowledged the execution of said instrument to be the voluntary act and deed of said institution.



Rita G. Umberger  
Rita G. Umberger  
Notary Public  
Exp Date: 3/27/2001

Inst # 1998-18823

05/22/1998-18823  
09:01 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 NCD 11.00

Inst # 1998-18823

Inst # 1997-05950

02/26/1997-05950  
08:35 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE  
009 NCD 774.00

Inst # 1998-18823

05/22/1998-18823  
09:01 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 NCD 11.00

Inst # 1997-05950

70135

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on February 25  
19 97. The grantor is Michael R. Molitor and wife, Cindy Sullivan-Molitor  
("Borrower"). This Security Instrument is given to Southeastern  
Mortgage of Alabama, L.L.C., a limited liability company, which is organized and existing  
under the laws of the State of Alabama, and whose address is 10 Office Park  
Circle Suite 218, Birmingham, Alabama 35223 ("Lender").  
Borrower owes Lender the principal sum of FOUR HUNDRED NINETY SEVEN THOUSAND AND NO/100---

----- Dollars (U.S.\$ 497,000.00). This debt is evidenced by Borrower's note  
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not  
paid earlier, due and payable on March 1, 2027. This Security Instrument secures  
to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications  
of the note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this  
Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and  
the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and  
assigns, with power of sale, the following described property located in Shelby County, Alabama:

Lot 9-A, according to a Resurvey of Lots 9, 11, 12 and 13, Greystone, 7th  
Sector, as recorded in Map Book 21 page 35 in the Probate Office of Shelby  
County, Alabama; being situated in Shelby County, Alabama.

Together with the non-exclusive easement to use the private roadways, common  
areas and Hugh Daniel Drive, all as more particularly described in the  
Greystone Residential Declaration of Covenants, Conditions and Restrictions,  
dated November 6, 1990, and recorded in Real Volume 317 page 260 in the  
Probate Office of Shelby County, Alabama, and all amendments thereto.

The proceeds of this loan have been applied on the purchase price of the  
herein described property.

which has the address of 8054 Castlehill Road, Birmingham,  
[Street] [City]

Alabama 35242 ("Property Address");  
[Zip Code]

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with  
all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter  
a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing  
is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage,  
grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants  
and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

ALABAMA—Single Family — FNMA/FHLMC UNIFORM INSTRUMENT

Initial(s) \_\_\_\_\_  
DCAL511

Page 1 of 6  
FIRST DATA SYSTEMS, INC.

LOAN #: 4257762

FORM 3001 9/90  
Amended 5/91  
(61361-8404)

*[Handwritten signature]*