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

GFB# 742338 4258257 UPB#

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 3/21/97, made and executed by Larry R. Grill and Rosemary Grill 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 \$ 295,000.00, which Mortgage was recorded on 4/8/97, in Book, Page, Instrument 1997-10893 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 Assignce, 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.

Witness. Susan E. Shelton

s Glenda E. Harris

Attest:

Debbie McDaniel, Asst. Secretary

State of Tennessee

County of Shelby

Union Planters Bank, N.A.

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 **Notary Public**

Exp Date: 3/27/2001

* 1998-18826

05/22/1998 -18826 09:01 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE DOS MCD

SHELBY COUNTY [Space Above This Line For Recording Data] 7557 **MORTGAGE** THIS MORTGAGE ("Security Instrument") is given on ______ March 21
___. The grantor is Larry R. Grill and wife, Rosemary Grill ("Borrower"). This Security Instrument is given to <u>Southeastern</u> Mortgage of Alabama L.L.C. which is organized and existing under the laws of the State of Alabama , and whose address is 10 Office Park Circle, Ste 218, Birmingham, AL 35223 ("Lender"). Borrower owes Lender the principal sum of TWO HUNDRED NINETY FIVE THOUSAND AND NO/100-----<u>-----</u> Dollars (U.S.\$ <u>295,000.00</u>). 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 <u>April 1, 2027</u>. 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 <u>Shelby</u> County, Alabama: Lot 1, according to the Survey of Greystone, 1st Sector, Phase IV, as recorded in Map Book 15, Page 107, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Inst # 1998-18826 05/22/1998-18826 09:01 AM CERTIFIED SHELBY COUNTY JUBGE OF PROBATE 11.00 ODS MCB which has the address of ____4000 Shandwick Lane Birmingham

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."

[Street]

("Property Address");

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 Page 1 of 6

4258257 LOAN #:

FORM 3001 9/90 Amended 5/91 (615)61-8404

[City]

Initial(s)_ DCAL511

Alabama <u>35242</u>

[Zip Code]

FIRST DATA SYSTEMS, INC.