106458

STATE OF ALABAMA) JEFFERSON COUNTY)

("Assignee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey and assign unto the said Gary L. Marcrum and Donna S. Marcrum, Husband and Wife on the 19th day of February, 19 98, and recorded in Book ___, Page ____ of the records of the Judge of Probate Office of Shelby County, Alabama, together with the debt secured thereby and all its right, title and interest in and to the property described, without recourse against the said Synovus Mortgage Corp. Recorded MAR. 3, 1998 INST. # - 1998-07292

IN WITNESS WHEREOF, Synovus Mortgage Corp. has caused this instrument to be executed in its name and behalf by Deborah Hooie, its duly authorized Vice President, and attested Amy Moore, its Assistant Vice President, on the 23rd day of February, 19 98.

CORPORATE SEAL

1 Meridian Crossings, 3rd Floor Minneapolis, MN 55423

ATTEST:

STATE OF ALABAMA JEFFERSON COUNTY) SYNOVUS MORTGAGE CORP.

school Hours By: Deborah Hooie, Vice President

604 Queens Lete Burningham al 35242

I, the undersigned authority, a Notary Public and for said County, in said State, hereby certify that Deborah Hooie whose name as Vice President of Synovus Mortgage Corp., a corporation is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day, that being informed of the contents of the conveyance, he, as such officer and with authority, executed the same voluntarily for and as act of said corporation. Given under my hand and official seal, this 23rd day of February, 19 98.

> Notary Public. Cherry Ramsey My commission expires 09-19-98.

NOTARY SEAL

1998-156 3374

Inst # 1999-04015

01/29/1999-04015 10:58 AM CERTIFIED SHELBY COUNTY JUNGE OF PROBATE 002 BLH 11.00

Inet + 1999-04015

11.50

1703008

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LOAN NO. 106458

MORTGAGE

February 19, 1998 THIS MORTGAGE ("Security Instrument") is given on GARY L. MARCRUM and DONNIA S. MARCRUM, HUSBAND AND WIFE

. The grantor is

("Borrower"). This Security Instrument is given to FIRST COMMERCIAL BANK

which is organized and existing under the laws of ALABAMA address is 800 SHADES CREEK PARKWAY, BIRMINGHAM, AL 35209 ("Lender"). Borrower owes Lender the principal sum of

, and whose

Seven Hundred Twenty Thousand and no/100

Dollars (U.S. \$ 720,000.00

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 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

County, Alabama:

SHELBY Lot 74-A, according to the Resurvey of LOt 74, Greystone, 5th Sector, Phase I, as recorded in Map Book 21, Page 154, in the Probate Office of Shelby County, Alabama. Together with the non-exclusive essement 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, together with all amendments thereto.

which has the address of 604 QUEENS GATE, BIRMINGHAM

Alabama

35242

[Zip Code] ("Property Address");

ALABAMA-Single Femily-PMMA/PHLMC UNIFORM

(Street, City).