

When recorded Mail to:  
DOCX  
20 S. Limestone Suite 220  
Springfield, OH 45502  
99-199 Box 8  
258770  
STATE OF ALABAMA  
COUNTY OF SHELBY

ASSIGNMENT OF MORTGAGE

For the sum of One Hundred and No/100 Dollars (\$100.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, **NEW SOUTH FEDERAL SAVINGS BANK**, a Federally Chartered Savings Bank, does hereby grant, bargain, sell, convey, assign and deliver unto **BANKERS TRUST COMPANY AS TRUSTEE**, its successors and assigns, that certain mortgage executed by **BRENDA E. KIRBY** and **DONALD E. KIRBY** to **NEW SOUTH FEDERAL SAVINGS BANK**, a Federally Chartered Savings Bank in the principal sum of \$274,000.00 dated 06/19/98 and filed for record in the Office of the Judge of Probate of **SHELBY** County, Alabama, on: 6-30-98 Book: \_\_\_\_\_ Page: \_\_\_\_\_, together with the debt thereby secured, the Note therein described, and all interest of the undersigned in and to the lands and property conveyed by said mortgage.

Doc # 1998-~~24291~~ 24291  
TO HAVE AND TO HOLD unto the said **BANKERS TRUST COMPANY AS TRUSTEE**, its successors and assigns forever.

IN WITNESS WHEREOF the said **NEW SOUTH FEDERAL SAVINGS BANK** has caused this instrument to be executed in its name by **LEIGH PUTMAN**, its Assistant Secretary, and its corporate seal is hereby affixed and attested by **CINDY HALLMARK**, Assistant Secretary to the corporation, both of whom are thereunto duly authorized, this twenty sixth day of June, 1998.

Re Recorded 9-14-98

Inst # 1998-35978

ATTEST:

Cindy Hallmark  
**CINDY HALLMARK**  
Its Assistant Secretary

**NEW SOUTH FEDERAL SAVINGS BANK**,  
a Federally Chartered Savings Bank

By: Leigh Putman  
**LEIGH PUTMAN**  
Its Assistant Secretary

(SEAL)

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public for the State of Alabama at Large, hereby certify that **LEIGH PUTMAN** and **CINDY HALLMARK**, whose names as Assistant Secretary and Assistant Secretary, respectively, of **NEW SOUTH FEDERAL SAVINGS BANK**, a Federally Chartered Savings Bank, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this twenty sixth day of June, 1998.

This instrument prepared by and  
RETURN TO: **CINDY HALLMARK**  
c/o New South Federal Savings Bank  
1900 Crestwood Blvd.  
Birmingham, AL 35210

Betty Jo Bush  
**BETTY JO BUSH**  
Notary Public  
State of Alabama at Large

My Commission Expires: 11/07/98

RFC ALABAMA 11/97 JGA

Inst # 1999-29579

07/15/1999-29579  
09:51 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MWS 11.00

WHEN RECORDED MAIL TO

I certify that this is  
a true and correct copy  
of original.

*[Signature]*

Loan Number : 258770

Inst # 1999-29579

07/15/1999-29579  
09:51 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
11.00

002 HNS

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 19, 1998  
The grantor is BRENDA E. KIRBY and husband, DONALD E. KIRBY

("Borrower"). This Security Instrument is given to

New South Federal Savings Bank  
which is organized and existing under the laws of The United States Of America, and whose address is  
1900 Crestwood Boulevard, Birmingham, Alabama 35283-0180

("Lender"). Borrower owes Lender the principal sum of

Two Hundred Seventy-Four Thousand Dollars And 00/100

Dollars (U.S.\$ 274,000.00.). 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 July 1, 2028. 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 1809, according to the Amended Map of Weatherly, Wixford Forest, Sector 13, as recorded in Map Book 22 page 23 a 7 B in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Mineral and mining rights excepted.

"Certified true and correct  
Copy of original which has been  
Transmitted for recordation"  
New South Federal Savings Bank

By *[Signature]*

which has the address of 148 WINDSOR LANE  
[Street]

PELHAM  
[City]

Alabama 35124 ("Property Address");  
[Zip Code]

ALABAMA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3001 9/90 (page 1 of 6 pages)

NEastern  
Software  
CORPORATION

ITEM 1837 (9112)

@ BEK