18181179

ASSIGNMENT OF MORTGAGE

STATE OF ALABAMA)
JEFFERSON COUNTY)

KNOW ALL MEN BY THESE PRESENTS, That Mortgage America, Inc. a

corporation, for value received by it in hand paid by RESIDENTIAL FUNDING CORPORATION

hereinafter called Assignee, does hereby grant, bargain, sell and convey and assign unto the said Assignee that certain mortgage executed by

HAROLD G. ATKINS and CYNTHIA A. ATKINS

Rec 815198

and recorded in Volume

, Page

, of the

Probate Court of JEFFERSON County, Alabama together with the debt secured thereby and all right, title and interest in and to the property therein described, without recourse against the said MortgageAmerica, Inc.

IN WITNESS WHEREOF, MortgageAmerica, Inc., has caused this conveyance to be signed by Michael T. Boyd, Corporate Vice President on the day of August , 19 98 .

MORTGAGEAMERICA, INC.

BY: // --

Corporate Vice President

ATTEST:

- CO VVICE

Anne E. Freeman Assistant Dooument Officer

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said State, in said County, hereby certify that Michael T. Boyd, Corporate Vice President of MortgageAmerica, Inc., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me of this that, being informed of the contents of the conveyance, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this

14th day of AUGUST

19 98

This instrument was prepared by

P. O. BOX 43500

BIRMINGHAM, AL 35243

After Recording Return To:

PEELLE MANAGEMENT CORPORATION ASSIGNMENT JOB #90603 P.O. BOX 1710 CAMPBELL, CA 95009-1710 1-406-886-8868 Jeans W Turner Notary Public

My commission expires: 2/18/2002

Inst + 1999-31966

09/02/1999-31966 09:12 AM CERTIFIED SELW CHITY JECK OF PROMITE

11.80

.7-29-98 ido hereby clathy this to LOAN #: 18181179 SO A VAUE & CORRECT COPY of the original CLOSING ATTORNE MORTGAGE THIS MORTGAGE is made this ______ day of _____ July Grantor, HAROLD &. ATKINS and CYNTHIA A. AIKINS Husband and Wife "Borrower"), and the Mortgegee, MortgegeAmerica, Inc., a corporation organized and existing under the laws of Delaware, whose address is 3535 Grandview Parkway, Birmingham, AL 35243 (herein "Lender"). WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 20,750 00 which indebtedness is evidenced by Borrower's note deted ___Inly 29th. 1996 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and Interest, with the belance of the indebtedness, if not sooner paid, due and payable on September 1st, 2008 TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby grant and convey to Lender and Lender's successors and assigns with power of sale, the following described property located in the County of ____shellby State of Alabama: Lot 1, according to the Survey of Brook Highland, 1st Sector, as recorded in Map Book 12, Page 62 A & B, in the Probate Office of Shelby County, Alabama. Inst # 1999-31966 08/02/1999-31966 09:12 AM CERTIFIED SHELBY COUNTY JUNGE OF PROBATE 11.00 BEE CRIM 3201 BROOK HIGHLAND TRACE BIRNINGHAN which has the address of [City] [Street]

TO HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns, forever, together with all the inprovements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property".

THE WAY THE CONTY POST (SEE);

Borrower covenants that Borrower is lawfully selsed 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

Alabama

[Zp]