

TRANSFER AND ASSIGNMENT

01-117

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For value received, Crescent Bank and Trust Company hereby transfers, assigns, bargains, sells, conveys and delivers to X whose address is _____, its successors and assigns, all of the undersigned Transferor's right, title, interest, powers and options in, to and under the security instrument (said security instrument consisting of either a mortgage, a deed of trust, or a deed to secure debt) executed by TRACY C. PERCER and DENA K. PERCER to THE HUTSON COMPANY, INC., dated December 30th 1998, recorded in Deed or Mortgage Book _____, at Page _____ of the appropriate registrar's office, RMC, clerk's office, or other repository of recorded documents for SHELBY County, State of Alabama (the "Security Instrument"). The Security Instrument was given to secure a note and indebtedness in the original principal sum of \$ 307,500.00. This Transfer and Assignment includes all interest in and to the land or property described in the Security Instrument. This Transfer and Assignment is without recourse upon the undersigned Transferor.

The undersigned Transferor has this day sold and assigned to the Assignee the note secured by the Security Instrument, the indebtedness secured thereby, and the right to all payments thereunder. This Transfer and Assignment is made for all purposes permitted by law, including but not limited to securing the Assignee in the payment of said note.

Recorded on 01/08/99
Instrument: 1999-01030

Transferor does hereby remise, release, quitclaim and convey to the Assignee all of its right, title and interest in and to the property described in and conveyed by the Security Instrument.

TO HAVE AND TO HOLD unto the said Assignee, its successors and assigns forever.

IN WITNESS WHEREOF, the undersigned Transferor has affixed its hand and seal by its duly authorized and empowered corporate officials on this 9 day of January, 1999.

Signed, sealed and delivered in the presence of:

Witness Joelle James
Witness Leverne Bailey

By: [Signature]
Title: Vice President - Crescent Bank and Trust Company
Attest: [Signature]
Title: Asst. Secretary - Crescent Bank and Trust Company

STATE OF GEORGIA * BANKERS TRUST COMPANY AS TRUSTEE 10/12/1999-42188
COUNTY OF DEKALB 3 Park Place, Sixteenth Floor, Irvine, California 92614 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CJ1 11.00

THIS is to certify that on this day came before me, a Notary Public in and for said County, in said State, MICHAEL P. LEDDY and PARTHIV DAVE, whose names as Vice President and Asst Secretary, respectively, of Crescent Bank and Trust Company are signed to the foregoing instrument, and who are known to me and with whom I am personally acquainted, and who acknowledged before me on this day that, being informed of the contents of the conveyance, they as such officers, and with full authority executed and delivered same voluntarily for and as the act of said corporation. The acknowledging parties further indicated they know the corporate seal and that the name of the corporation was subscribed hereto and said corporate seal was affixed hereto, as its act and deed. Further, personally appeared before me JOELLE JAMES who being duly sworn, says that he saw the corporate seal of the Transferor affixed to the foregoing instrument, and that he also saw the above-named officers of the corporation sign and attest the same, and that he, with LEVERNE BAILEY witnessed the execution and delivery thereof as the act and deed of said Corporation.

Given and witnessed under my hand and official notarial seal, this the 9 day of January, 1999.

After Recording Return To:
PEELLE MANAGEMENT CORPORATION
ASSIGNMENT JOB #90603
P.O. BOX 1710
CAMPBELL, CA 95006-1710
1-408-866-8868

[Signature]
NOTARY PUBLIC
My Commission Expires 12/02/02

AFTER RECORDING MAIL TO:

Wm. Hallock

NOT FOR RECORDING

LOAN NO. 3903812

[Space Above This Line For Recording Date]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 30, 1998. The mortgagor is TRACY C. PERCER and DENA K. PERCER, husband and wife ("Borrower").

This Security Instrument is given to THE HUTSON COMPANY, INC., which is organized and existing under the laws of STATE OF ALABAMA, and whose address is 1 INDEPENDENCE PLAZA, BIRMINGHAM, AL 35209 ("Lender").

Borrower owes Lender the principal sum of Three Hundred Seven Thousand Five Hundred Dollars and no/100 Dollars (U.S. \$ 307,500.00). 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 February 1, 2029. 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:

Lots 2-A, according to a Resurvey of Sorrell Farms Estates, as recorded in Map Book 15, Page 39, in the Probate Office of Shelby County, Alabama.

Tracy C. Percer is one and the same person as Tracy E. Percer.

which has the address of 5017 CANABA VALLEY TRACE, BIRMINGHAM, Alabama 35242. ("Property Address"); [Street] [City] [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.

Inst # 1999-42188

10/12/1999-42188 09:00 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE 002 CJ1 11.00