

264450
STATE OF ALABAMA
COUNTY OF SHELBY

ASSIGNMENT OF MORTGAGE

4353 1998/12/10
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 its successors and assigns, that certain mortgage executed by ROBERT D GOLDMAN and SUSAN M GOLDMAN to NEW SOUTH FEDERAL SAVINGS BANK, a Federally Chartered Savings Bank in the principal sum of \$248,800.00 dated 11/19/98 and filed for record in the Office of the Judge of Probate of SHELBY County, Alabama, on: 12/1/98 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. #1998-47905

TO HAVE AND TO HOLD unto the said 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 tenth day of December, 1998.

NEW SOUTH FEDERAL SAVINGS BANK,
a Federally Chartered Savings Bank

ATTEST:

Cindy Hallmark
CINDY HALLMARK
Its Assistant Secretary

By: Leigh Putman
LEIGH PUTMAN
Its Assistant Secretary

(SEAL)

STATE OF ALABAMA)
JEFFERSON COUNTY)

THE FIRST NATIONAL BANK OF CHICAGO AS TRUSTEE
One First National Plaza, Suite 0126, Chicago, Illinois 60670-0126

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 tenth day of December, 1998.

When Recorded Return To:

DOCK
20 South Limestone St. Ste. 220
Springfield, OH 45502

99-240
7

Dorinda Ray Leonard
DORINDA RAY LEONARD
Notary Public
State of Alabama at Large

My Commission Expires: 08/28/00

RFC ALABAMA 11/97 DSD

12/17/1999-50883
10:09 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOR CJ1 11.00

Inst # 1999-50883

I HEREBY CERTIFY THIS IS A TRUE AND
CORRECT COPY OF THE ORIGINAL THEREOF

CLOSING ATTORNEY

CERTIFIED TO BE A TRUE COPY
NEW SOUTH FEDERAL SAVINGS BANK

Loan Number : 264450

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November 19, 1998
The grantor is ROBERT D. GOLDMAN, HUSBAND and SUSAN M. GOLDMAN, WIFE

New South Federal Savings Bank

which is organized and existing under the laws of The United States Of America
1900 Crestwood Boulevard, Birmingham, Alabama 35283-0180

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

, and whose address is

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

TWO HUNDRED FORTY-EIGHT THOUSAND EIGHT HUNDRED DOLLARS AND 00/100

Dollars (U.S. \$ 248,800.00

). 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 December 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 1513, according to the Survey of Highland Lakes, 15th Sector, an Eddleman Community, as recorded in Map Book 23, Page 133, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument #1994-07111 and amended in Instrument No. 1996-17543 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 15th Sector, recorded in Instrument #1998-12384, in the Probate Office of Shelby County, Alabama.

which has the address of 165 HIGHLAND PARK DRIVE

[Street]

BIRMINGHAM

[City]

Alabama

35242

[Zip Code]

("Property Address");

ALABAMA -- Single Family -- Fannie Mae/Freddie Mac Uniform Instrument

ITEM 1832L1 (9511)

(Page 1 of 6 pages)

Inst # 1999-50883

Eastern
Software
CORPORATION
Form 3001 9/90

GREATLAND ■
1-800-530-8183 Fax 616-791-1131

12/17/1999-50883
10:09 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

002 CJ1

11.00