

PREPARED BY, ~~ASSIGNMENT~~
PEGGY WILLIS, as an employee of
210 Wildwood Parkway P.O. Box 532060
Birmingham, Alabama 35209 Birmingham, AL
35253-9969
Telephone: (205) 667-4441
Loan #5078992

For Recorder's Use

Inst # 2000-09595

03/27/2000-09595
10:16 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 100 11.00

ASSIGNMENT

THE TERM "MORTGAGE" AS USED HEREIN SHALL BE CONSTRUED TO INCLUDE A DEED OF TRUST, MORTGAGE, SECURITY DEED, LOAN DEED, DEED TO SECURE DEBT, TRANSFER OF LIEN, TRUST DEED, VENDOR LIEN, OR SIMILAR INSTRUMENT, WHICHEVER SHALL BE APPLICABLE TO THE INSTRUMENT IDENTIFIED HEREIN.

Whereas, SOUTHTRUST MORTGAGE CORPORATION, a Delaware corporation, is the owner and holder of that certain Promissory Note dated JUNE 17, 1999, executed by DR. DONALD H. MARKS AND HIS WIFE DIANE C. MARKS in the principal sum of \$372,000.00 (the "Note") and secured by that certain Mortgage of even date therewith, recorded in Liber/Book _____, Folio/Pages _____ of the Court/Register of Deeds/RMC of SHELBY County/Parish/Borough, State of AL, and covering the property described below (the "Mortgage").

RECORDED ON 06/22/99 1057-1999-26087
Whereas, the Note, together with the Mortgage and liens securing payment thereof, have been SOLD, ASSIGNED, TRANSFERRED, CONVEYED, ENDORSED and DELIVERED by SouthTrust Mortgage Corporation to

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

IN WITNESS WHEREOF, SouthTrust Mortgage Corporation has caused its name to be signed and its Corporate Seal to be affixed by its proper officer(s) thereunto duly authorized on July 29, 1999.

ATTEST (if required by jurisdiction)

Vanessa A. Mencer
Vanessa A. Mencer, Assistant Secretary

SOUTHTRUST MORTGAGE CORPORATION

Dorothy G. Goodwin
Dorothy G. Goodwin, Assistant Secretary

Witness

Witness

STATE OF ALABAMA, JEFFERSON COUNTY

I, the undersigned Notary Public in and for said County in said State, hereby certify that Dorothy G. Goodwin, Assistant Secretary, and/or Vanessa A. Mencer, Assistant Secretary, of SOUTHTRUST MORTGAGE CORPORATION, were signed to the foregoing Assignment, and who personally appeared before me, acknowledged on this date that being informed of the contents of the Assignment, as such officer(s) are required by the jurisdiction, and with full authority, executed the same voluntarily and placed on it the corporate seal for and as the act of said Corporation.

Given under my hand and official seal this July 29, 1999.

Peggy S. Willis
Peggy S. Willis, Notary Public
My commission expires: March 7, 2001

[TENNESSEE ONLY] MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE TAX PURPOSES IS \$0.00
[VIRGINIA ONLY] TAX NO. _____
LEGAL: SEE ATTACHED

After Recording Return To

PEELLE MANAGEMENT CORPORATION
ASSIGNMENT JOB #90603
P.O. BOX 1710
CAMPBELL, CA 95009-1710
1-408-866-8868

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

M. W. Shay
Closing Attorney

Loan No. 5078992
Instrument Prepared by

Record & Return to
SOUTHTRUST MORTGAGE CORPORATION
210 WILDWOOD PARKWAY
BIRMINGHAM, ALABAMA 35209

Inst # 2000-09595

03/27/2000-09595
10:16 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DUE 11.00

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 17, 1999
The grantor is DR. DONALD H. MARKS, MARRIED AND HIS WIFE, DIANE C. MARKS
(Borrower). This Security Instrument is given to
SOUTHTRUST MORTGAGE CORPORATION, which is organized and existing
under the laws of THE STATE OF DELAWARE, and whose address is
210 WILDWOOD PARKWAY BIRMINGHAM ALABAMA 35209 (Lender)
Borrower owes Lender the principal sum of Two Hundred Seventy Two Thousand and 00/100
Dollars (U.S. \$ 272,000.00). 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, 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 per-
formance 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 705, ACCORDING TO THE SURVEY OF RIVERCHASE COUNTRY CLUB, 7TH
ADDITION, AS RECORDED IN MAP BOOK 8, PAGE 176, IN THE OFFICE OF
THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

THIS IS A PURCHASE MONEY MORTGAGE.

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

SouthTrust Mortgage Corporation

Andrea Huggins

ATTACHMENT

which has the address of 1521 FAIRWAY VIEW DRIVE BIRMINGHAM
[Street] [City]
Alabama 35244 ("Property Address")
[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 coised 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 en-
cumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited
variations by jurisdiction to constitute a uniform security instrument covering real property.