ASSIGNMENT OF MORTGAGE

Date of Assignment: **09/16/1999**

Assignee: EquiCredit Corporation of America
Address: 10401 DEERWOOD PARK BLVD. JACKSONVILLE, FL 32150-0505

Assignor: First Franklin Financial Corporation

Address: 2150 North First Street, San Jose, CA 95131

Date of Mortgage: 09/16/1999 Recording Date of Mortgage: County of Recording: Shelby

DENEEN S. HUGHES and HUSBAND

LEONARDO HUGHES

Book No.

Page No.

Film No.

1999-39892 Reception No.

201231638 Recorded on 9/24/99 Recorded on 9/24/99 Recorded in Mortgage, herein referred to as Mortgage, to the be held in trust to secure the payment of a KNOW ALL MEN BY THESE PRESENTS that First Franklin Financial Corporation, a Delaware Corporation, did grant, bargain, sell an convey the property described in Mortgage, herein referred to as Mortgage, to the public Trustee in the County is which said Mortgage was recorded, to be held in trust to secure the payment of a Promissory Note in the original principal sum of

ONE HUNDRED TWENTY EIGHT THOUSAND EIGHT HUNDRED

& 00/100

Dollars

128,800.00), together with interest. (\$

NOW THEREFORE, in consideration of

ONE HUNDRED TWENTY EIGHT THOUSAND EIGHT HUNDRED

& 00/100

Dollars

128,800.00) and other good an valuable consideration the receipt and sufficiency of which is hereby acknowledged, the assignor hereby assigns unto the assignee, the Mortgage secured thereby, together with all moneys now owing or that may hereafter become due or owing in respect thereof, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the assignor hereby grants and conveys unto the assignee, the following described property, situate in County of SHELBY, State of Alabama, to wit:

LOT 8, ACCORDING TO THE SURVEY OF BRYNLEIGH ESTATES, AS RECORDED IN MAP BOOK 19, PAGE 139, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Also known by street and number as: 108 BRYNHURST DRIVE CHELSEA, Alabama 35043

1977 500

TO HAVE AND TO HOLD the Mortgage and Note, and also the property unto the said assignee forever, subject to the terms contained in Deed of Trust and Note. This assignment shall extend to and be binding upon the successors and assigns of the respective parties hereto.

The said assignor hereby covenants with the assignee that the said Mortgage and Note hereby assigned is a good and valid security and that the sum of

ONE HUNDRED TWENTY EIGHT THOUSAND EIGHT HUNDRED

& 00/100

Dollars

128,800.00) remains unpaid on the said Note and that the said assignor has not done or permitted any act, matter (\$ or thing whereby the said Mortgage and Note has been released or discharged, either partly or in entirety and has the right to assign said Mortgage and Note and will upon request, do, perform and execute every act necessary to enforce the full performance of the covenants and agreements therein contained. This assignment and the covenants herein shall extend to and be binding upon the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the assignor has executed this agreement effective the day and year first above written. PREPARED BY/RECORD & RETURN TO:

BERNADETTE GILMORE

EQUICREDIT CORP. SEC. MKT. 1006. CONTROL-

P. O. BOX 44136

JACKSONVILLE, FLORIDA 32231-9957

FIRST FRANKLING FINANCIAL CORPORATION

Stachia Currie Collateral Specialist

STATE OF CALIFORNIA)

)ss.

County of SANTA CLARA)

The foregoing instrument was acknowledged before me this 21, day Stachia Currie, Collateral Specialist

September

1999

, by

Witness my hand and official seal.

My commission expires.

RECORD AND RETURN TO: BERNADETTE GILMORE

Notary Public

Debra M. Williams

DEBRA M. WILLIAMS Commission # 1207729 Notary Public - California Santa Clara County My Comm. Expires Jan 10, 2003

08/22/2000-28587 08:29 AM CERTIFIED