Appendix 31

20030317000160210 Pg 1/2 14.00
Shelby Cnty Judge of Probate,AL
03/17/2003 13:57:00 FILED/CERTIFIED

601800

ASSIGNMENT OF MORTGAGE

STATE OF ALABAMA

Shelby COUNTY

FOR VALUE RECEIVED, the undersigned Coats & Co., Inc., organized and existing under the last of the State of Alabama, does hereby GRANT, BARGAIN, CONVEY, ASSIGN AND DELIVER unto Alabama Housing Finance Authority, a corporation, its successors and assigns, that certain mortgage executed by Teresa J. Riley ** to Coats & Co., Inc in the principal sum of $ 88,830.00, dated the 22 day of January, 20 02 and filed for records on the 25 day of January, 2002 in the office of the Judge of Probate of Shelby County, Alabama, in Mortgage Book No. * , on page No. ____, together with the debt thereby secured and the note therein described and all interest of the undersigned in to the lands and property conveyed by said mortgage. ** A Single Person * Instrument #. 2002-04417

TO HAVE AND TO HOLD unto the said Alabama Housing Finance Authority, its successors and assigns, FOREVER.

IN WITNESS WHEREOF, the said Coats & Co., Inc., has caused this instrument to be executed in its name by R. B. Coats ,III, its President, and its corporate seal to be hereto affixed and attested by Pamela M. Spooner, its Vice President, both of whom are thereunto duly authorized, this the 22 day of January, 20 02

Coats & Co., Inc.
Lender's Name

(Corporate Seal)

By: [signature]
Name, Title R.B. Coats, III President

Attested by: [signature]
Name, Title Pamela M. Spooner
Vice President

State of Alabama, County of Jefferson

I, the undersigned, a notary public in and for said State, hereby certify that R. B. Coats, III and Pamela M. Spooner, whose names as President and Vice President, respectively, are signed to the foregoing conveyance, and who are known to me acknowledge before me on this day, that being informed of the contents of the conveyance, they, as such authorized representatives and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 22 day of January, 2002.

Notary Public, Alabama, State at Large

(Seal)

Name: [signature]
Joy V. Taylor
My Commission expires: 9-11-2002

This instrument was prepared by Joy V. Taylor as an employee of Coats & Co., Inc. located at 2000B SouthBridge Parkway #150 Birmingham, AL 35209.

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20030317000160210 Pg 2/2 14.00
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LOAN NO.

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 the Lender and Lender's successors and assigns, with power of sale, the following described property located in Shelby County, Alabama:

Lot 60, Rocky RIDGE, Phase II, as recorded in Map Book 27, Page 16, in the Probate Office of Shelby County, Alabama.

which has the address of 356 Rocky Ridge Circle,
Helena [Street, City],
Alabama 35080 [Zip Code] ("Property Address");

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 seized 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.

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.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."