

WHEN RECORDED, RETURN TO:

PNC Bank, NA
Attn: Collateral Control
2730 Liberty Avenue
Pittsburgh, PA 15222

THIS DOCUMENT PREPARED BY:

PNC Bank
Carol Verbick, Consumer Loan Officer
2730 Liberty Avenue
Pittsburgh, PA 15222
412-768-1165 84 3 842807002941

ASSIGNMENT OF MORTGAGE

THIS ASSIGNMENT OF MORTGAGE IS MADE AS OF June 16, 2004 between Prudential Bank & Trust, FSB, 1 Ravinia Drive, Atlanta, GA 30346 ("Assignor") and PNC Bank, NA, 2730 Liberty Avenue, Pittsburgh, PA 15222 ("Assignee").

Assignor is the mortgagee under a certain mortgage given and executed by BOSWORTH, ILEAN M and BOSWORTH, PETER A to Prudential Bank & Trust, FSB (formerly known as The Prudential Savings Bank, F.S.B.), dated March 20, 2000, recorded April 3, 2000 in SHELBY, AL Book --, Page -- and/or Instrument/Document Number 2000-10753, etc. (the "Mortgage"), given to secure the payment of a note of even date thereof in the principal amount of \$18,000.00 dollars with interest, etc. (the "Note"), and secured upon all that certain real property located at 2655 N CHANDALAR LN, PELHAM, AL 351241400.

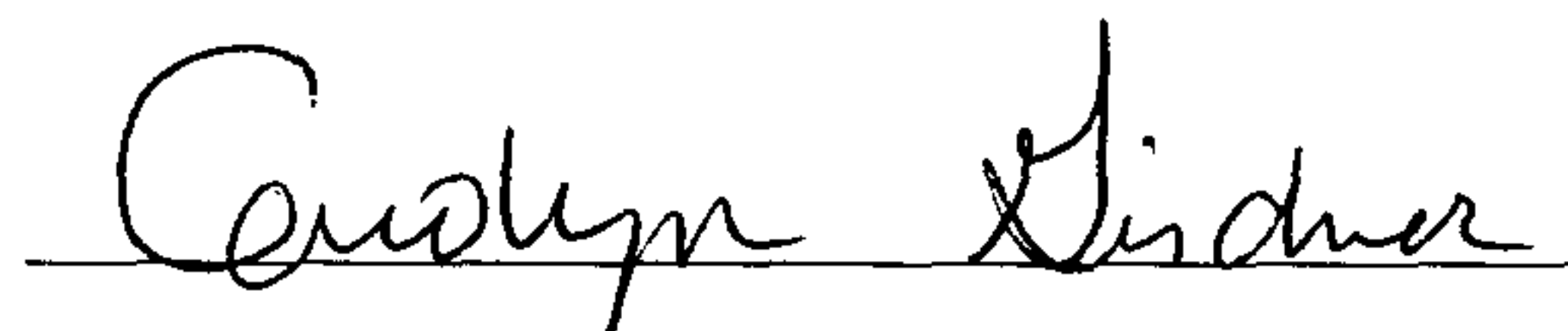
Assignor now desires to transfer all of its rights under the Mortgage to Assignee.

NOW THEREFORE, for good and valuable consideration paid by Assignee to Assignor at the time of the execution hereof, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant, bargain, sell, assign, transfer and set over unto Assignee, his heirs, executors, administrators and assigns all rights of Assignor under the Note and the Mortgage, and all moneys, principal and interest due thereon, together with all rights, remedies and incidents thereunto belonging, and all Assignor's right, title, interest, property, claim and demand in and to the same.

TO HAVE, hold, receive and take all and singular the hereditaments and premises hereby granted and assigned, or mentioned and intended so to be, with the appurtenances, unto the said Assignee, his heirs, executors, administrators and assigns, to and for his and their only proper use and benefit forever.

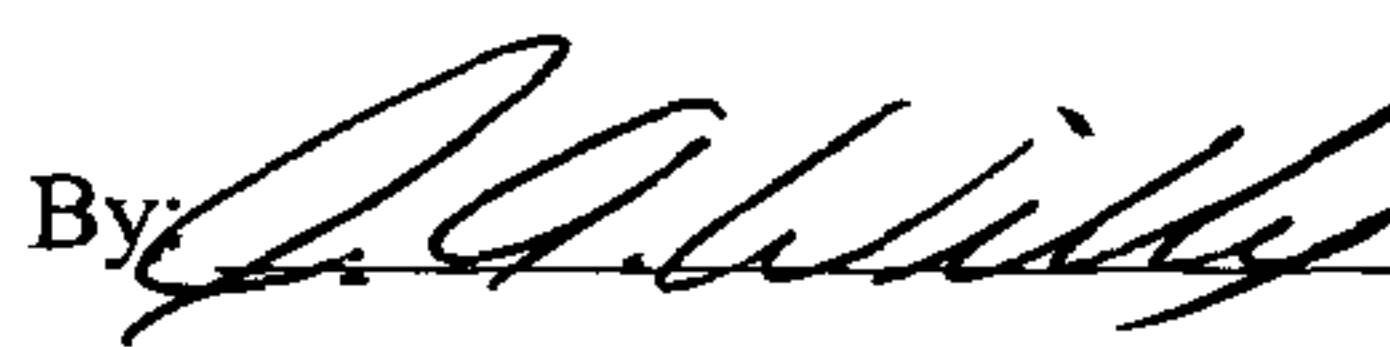
IN WITNESS WHEREOF, Assignor has signed this Assignment as of the day and date first written above.

WITNESS:



Carolyn Girdner
Vice President

Prudential Bank & Trust, FSB

By: 

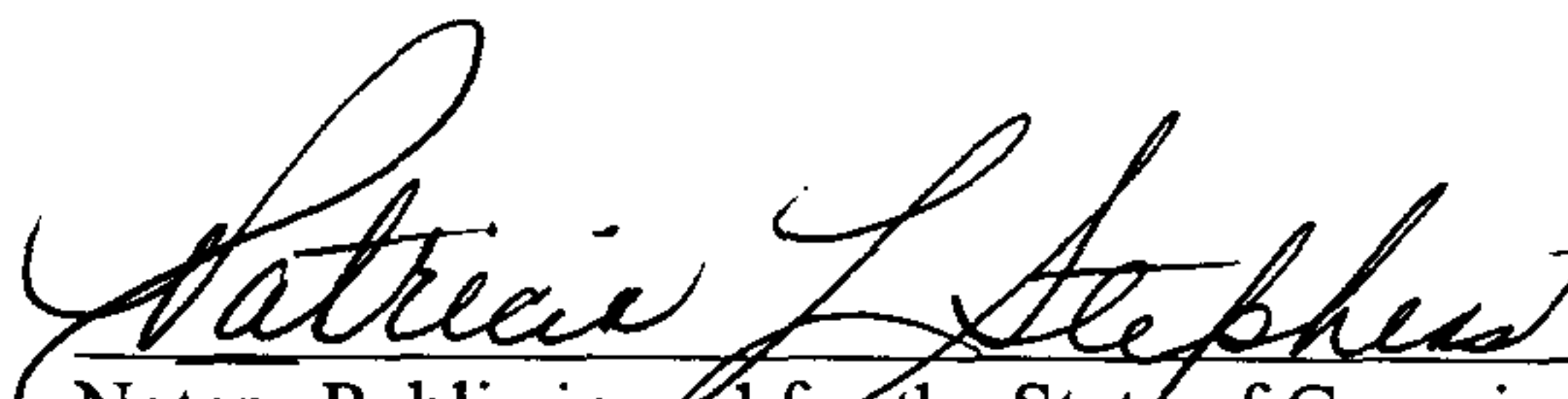
J A Willey
Senior Vice President

STATE OF GEORGIA)

County of **COBB**) SS

On **June 16, 2004**, before me, the undersigned notary public in and for this state and county, personally appeared **J A Willey** who is acknowledged to be the **Senior Vice President** of **Prudential Bank & Trust, FSB**, and stated that as such officer being authorized to do, and executed the foregoing instrument for the purpose therein contained, for and on behalf of the corporation.

In witness whereof, I have set my hand and official seal.

 (Seal)
Notary Public in and for the State of Georgia

Patricia L. Stephens

(Notary's Printed Name)

My Commission Expires: **January 12, 2007**



843 842 807 002 941

20040813000454700 Pg 3/3 18.00
Shelby Cnty Judge of Probate, AL
08/13/2004 09:37:00 FILED/CERTIFIED

This instrument was prepared by Teresa Ramirez
Prudential Bank

(name)

2420 W. 26th Avenue, SU. 3000
Denver, Colorado 80211

(address).

State of Alabama

Space Above This Line For Recording Data

Inst # 2000-10753

04/03/2000-10753
11:31 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
60.50
005 CJI

MORTGAGE
(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is MARCH 11, 2000
the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: PETER A. BOSWORTH (AND WIFE) AND
ILEAN M. BOSWORTH
2655 NORTH CHANDALAR LANE
PELHAM, ALABAMA 35124

☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER: THE PRUDENTIAL SAVINGS BANK, F.S.B.

ONE RAVINIA DRIVE, SUITE 1000

ATLANTA, GEORGIA 30346

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys, sells and mortgages to Lender, with power of sale, the following described property:

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN SHELBY COUNTY, ALABAMA: TO- WIT:
LOT 28, ACCORDING TO THE SURVEY OF CHANDA TERRACE, THIRD SECTOR, AS RECORDED IN MAP
BOOK 10 PAGE 97 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN
SHELBY COUNTY, ALABAMA.

The property is located in SHELBY

at 2655

(County)

NORTH CHANDALAR LANE

, PELHAM

, Alabama 35124

(Address)

(City)

(ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). When the Secured Debt is paid in full and all underlying agreements have been terminated, this Mortgage will become null and void.

The total principal amount secured by this Security Instrument at any one time shall not exceed the amount of the Secured Debt. This limitation of amount does not include interest and other charges. Also, this limitation does not apply to advances made for the purpose of performing any of the covenants contained in this Mortgage.

The term "Secured Debt" is defined as follows: