

STATE OF ALABAMA  
SHELBY COUNTY

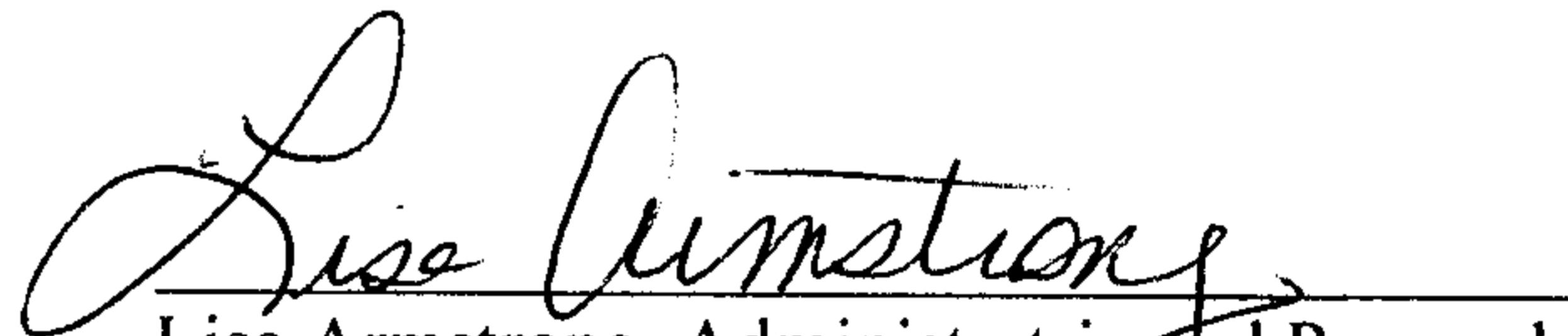


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Shelby Cnty Judge of Probate, AL  
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**ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, the undersigned **Lisa Armstrong, as Administratrix and Personal Representative of the Estate of Sherry Ann Lowery, deceased, Probate Court of Shelby County, Alabama, Case No. PR-2008-000513**, does hereby assign to **Lisa Armstrong, the only surviving heir of Sherry Ann Lowery, deceased**, that certain Mortgage Deed dated the 22nd day of July, 2005, recorded in the Probate Office of Shelby County, Alabama on the 29th day of July, 2005, as Instrument #20050729000382950. A copy of said Mortgage Deed and Amortization Schedule are attached hereto as Exhibit "A-1" and Exhibit "A-2", and incorporated herein by reference as if fully set out herein.

IN WITNESS WHEREOF, the parties have hereto caused this Assignment to be executed on this the 13<sup>th</sup> day of July, 2009.



Lisa Armstrong  
Lisa Armstrong, Administratrix and Personal Representative of the Estate of Sherry Ann Lowery, deceased

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Lisa Armstrong, as Administratrix and Personal Representative of the Estate of Sherry Ann Lowery, deceased, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, she, as Administratrix and Personal Representative of the Estate of Sherry Ann Lowery, deceased, with full authority, executed the same voluntarily for and as the act of said estate.

Given under my hand and official seal this 13<sup>th</sup> day of July, 2009.



Notary Public

My Commission Expires: 8-9-10

EXHIBIT "A-1"

This instrument was prepared by.

Michael T. Atchison, Attorney At Law  
PO Box 822, Columbiana, AL 35051

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## MORTGAGE DEED

STATE OF ALABAMA  
COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

**JACK GROSS AND WIFE, TERRY GROSS**

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(hereinafter called "Mortgagors", whether one or more are justly indebted to

**RICHARD KENT LOWERY AND SHERRY A LOWERY**

(hereinafter called "Mortgagee", whether one or more),

in the sum of THIRTY EIGHT THOUSAND AND NO/100 DOLLARS (\$38,000.00) evidenced by a mortgage note.

And whereas, Mortgagors agreed, in incurring said indebtedness, which this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

**JACK GROSS AND TERRY GROSS**

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in SHELBY County, State of Alabama, to wit:

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION.

*Jack Gross*

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above

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To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever, and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same, and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same, all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents, or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days notice, by publishing once a week for three consecutive weeks, the time, place, and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling, and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, with interest thereon, Third, to the payment of said indebtedness, in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor, and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned  
JACK GROSS AND TERRY GROSS  
Have hereunto set her signature and seal, this 22<sup>nd</sup> day of July, 2005.

JACK GROSS

TERRY GROSS

STATE OF ALABAMA  
SHELBY COUNTY

I, MICHAEL T. ATCHISON, a Notary Public in and for said County, in said State, hereby certify  
that

JACK GROSS AND TERRY GROSS

whose names is signed to the foregoing conveyance, and who is known to me acknowledged before me on  
this day, that being informed of the contents of the conveyance she executed the same voluntarily on the  
day the same bears date.

Given under my hand and official seal this 22<sup>nd</sup> day of July, 2005.

Notary Public

My commission expires: 10-16-08

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## Exhibit "A" Legal Description



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Commence at the Northeast corner of the E1/2 of Fraction "E", Section 29, Township 19 South, Range 3 East, thence run South along the East line of said Fraction "E" a distance of 592.20 feet to the Northeast margin of Glaze Ferry Road; thence turn an angle of 52 deg. 22 min. 39 sec. to the left and run along said Road a distance of 57.62 feet; thence turn an angle of 3 deg. 03 min. 02 sec. to the left and run a distance of 244.56 feet; thence turn an angle of 86 deg. 11 min. 24 sec. to the right and run a distance of 98.50 feet; thence turn an angle of 8 deg. 34 min. 22 sec. to the right and run a distance of 186.46 feet; thence turn an angle of 4 deg. 55 min. 31 sec. to the right and run a distance of 127.09 feet to a point; thence turn an angle of 14 deg. 44 min. 13 sec. to the right and run 97.49 feet to the point of beginning of the lot herein described. From said point of beginning continue along last described route 97.49 feet to a point; thence turn to the left and run in a southeasterly direction along the northeast line of Harry Partridge lot a distance of 135.00 feet more or less to the Coosa River; thence turn to the left and run in a northeasterly direction along the Coosa River a distance of 97.49 feet to a point; thence turn to the left and run in a northwesterly direction along the southwestern line of G.L. Macon and wife, Lucille Macon lot 135.00 feet more or less to the point of beginning of the property herein described. Said property being in and being part of Fraction "E", Section 29, Township 19 South, Range 3 East. Situated in Shelby County, Alabama.



## AMORTIZATION

## EXHIBIT "A-2"

07-22-2005

BORROWER Jack & Terry      Richard Low LENDER *Ran out of Room*  
 Principal Amount of Loan      \$38,000.00  
 Finance Charges      \$8,666.53  
 Principal+Finance Charges      \$46,666.53  
 Annual Interest Rate in Percent      6.5000  
 Duration of Loan in Periods      78      Total No of Payments      78  
 Number of Payments / Year      12  
 Amount of Regular Payment      \$600.00  
 Amount of Final Payment      \$466.53  
 First Payment Date 9/ 5/ 2005

PAYMENT NO.	MO./YR.	\$ INTEREST	\$ PRINCIPAL	\$ BALANCE
1	9 2005	205.83	394.17	37,605.83
2	10 2005	203.70	396.30	37,209.53
3	11 2005	201.55	398.45	36,811.08
4	12 2005	199.39	400.61	36,410.47
Total For 2005		810.47	1,589.53	
5	1 2006	197.22	402.78	36,007.69
6	2 2006	195.04	404.96	35,602.73
7	3 2006	192.85	407.15	35,195.58
8	4 2006	190.64	409.36	34,786.22
9	5 2006	188.43	411.57	34,374.65
10	6 2006	186.20	413.80	33,960.85
11	7 2006	183.95	416.05	33,544.80
12	8 2006	181.70	418.30	33,126.50
13	9 2006	179.44	420.56	32,705.94
14	10 2006	177.16	422.84	32,283.10
15	11 2006	174.87	425.13	31,857.97
16	12 2006	172.56	427.44	31,430.53
Total For 2006		2,220.06	4,979.94	
17	1 2007	170.25	429.75	31,000.78
18	2 2007	167.92	432.08	30,568.70
19	3 2007	165.58	434.42	30,134.28
20	4 2007	163.23	436.77	29,697.51
21	5 2007	160.86	439.14	29,258.37
22	6 2007	158.48	441.52	28,816.85
23	7 2007	156.09	443.91	28,372.94
24	8 2007	153.69	446.31	27,926.63
25	9 2007	151.27	448.73	27,477.90
26	10 2007	148.84	451.16	27,026.74
27	11 2007	146.39	453.61	26,573.13
28	12 2007	143.94	456.06	26,117.07
Total For 2007		1,886.54	5,313.46	



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PAYMENT NO.	MO./YR.	\$ INTEREST	\$ PRINCIPAL	\$ BALANCE
29	1 2008	141.47	458.53	25,658.54
30	2 2008	138.98	461.02	25,197.52
31	3 2008	136.49	463.51	24,734.01
32	4 2008	133.98	466.02	24,267.99
33	5 2008	131.45	468.55	23,799.44
34	6 2008	128.91	471.09	23,328.35
35	7 2008	126.36	473.64	22,854.71
36	8 2008	123.80	476.20	22,378.51
37	9 2008	121.22	478.78	21,899.73
38	10 2008	118.62	481.38	21,418.35
39	11 2008	116.02	483.98	20,934.37
40	12 2008	113.39	486.61	20,447.76
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Total For 2008		1,530.69	5,669.31	
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41	1 2009	110.76	489.24	19,958.52
42	2 2009	108.11	491.89	19,466.63
43	3 2009	105.44	494.56	18,972.07
44	4 2009	102.77	497.23	18,474.84
45	5 2009	100.07	499.93	17,974.91
46	6 2009	97.36	502.64	17,472.27
47	7 2009	94.64	505.36	16,966.91
48	8 2009	91.90	508.10	16,458.81
49	9 2009	89.15	510.85	15,947.96
50	10 2009	86.38	513.62	15,434.34
51	11 2009	83.60	516.40	14,917.94
52	12 2009	80.81	519.19	14,398.75
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Total For 2009		1,150.99	6,049.01	
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53	1 2010	77.99	522.01	13,876.74
54	2 2010	75.17	524.83	13,351.91
55	3 2010	72.32	527.68	12,824.23
56	4 2010	69.46	530.54	12,293.69
57	5 2010	66.59	533.41	11,760.28
58	6 2010	63.70	536.30	11,223.98
59	7 2010	60.80	539.20	10,684.78
60	8 2010	57.88	542.12	10,142.66
61	9 2010	54.94	545.06	9,597.60
62	10 2010	51.99	548.01	9,049.59
63	11 2010	49.02	550.98	8,498.61
64	12 2010	46.03	553.97	7,944.64
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Total For 2010		745.89	6,454.11	
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65	1 2011	43.03	556.97	7,387.67
66	2 2011	40.02	559.98	6,827.69
67	3 2011	36.98	563.02	6,264.67
68	4 2011	33.93	566.07	5,698.60
69	5 2011	30.87	569.13	5,129.47



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70	6 2011	27.78	572.22	4,557.25
71	7 2011	24.69	575.31	3,981.94
72	8 2011	21.57	578.43	3,403.51
73	9 2011	18.44	581.56	2,821.95
74	10 2011	15.29	584.71	2,237.24
75	11 2011	12.12	587.88	1,649.36
76	12 2011	8.93	591.07	1,058.29
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Total For 2011		313.65	6,886.35	

PAYMENT NO.	MO./YR.	\$ INTEREST	\$ PRINCIPAL	\$ BALANCE
77	1 2012	5.73	594.27	464.02
78	2 2012	2.51	464.02	0.00
		-----	-----	
Total For 2012		8.24	1,058.29	

Final Payment = \$466.53

