

Prepared by:
Jack R. Thompson, Jr.
3500 Colonnade Parkway, Ste 350
Birmingham, AL 35243
STATE OF ALABAMA

20120112000015270 1/10 \$39.00
Shelby Cnty Judge of Probate, AL
01/12/2012 10:32:19 AM FILED/CERT

COUNTY OF JEFERSON

AFFIDAVIT

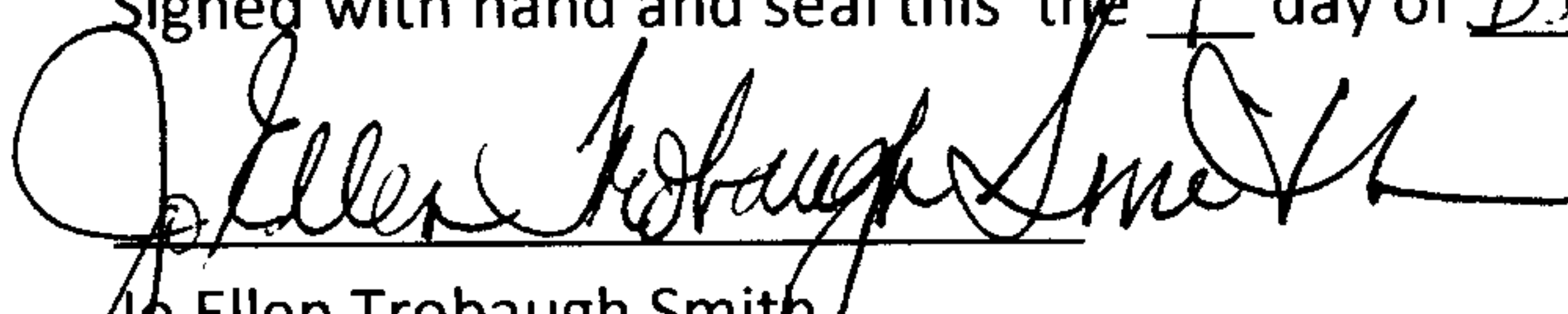
This Affidavit is being given to induce Jefferson Title Corporation and First American Title Insurance Company to insure over the following mortgages which have not been satisfied of record according to the records in the Probate Office of Shelby County.

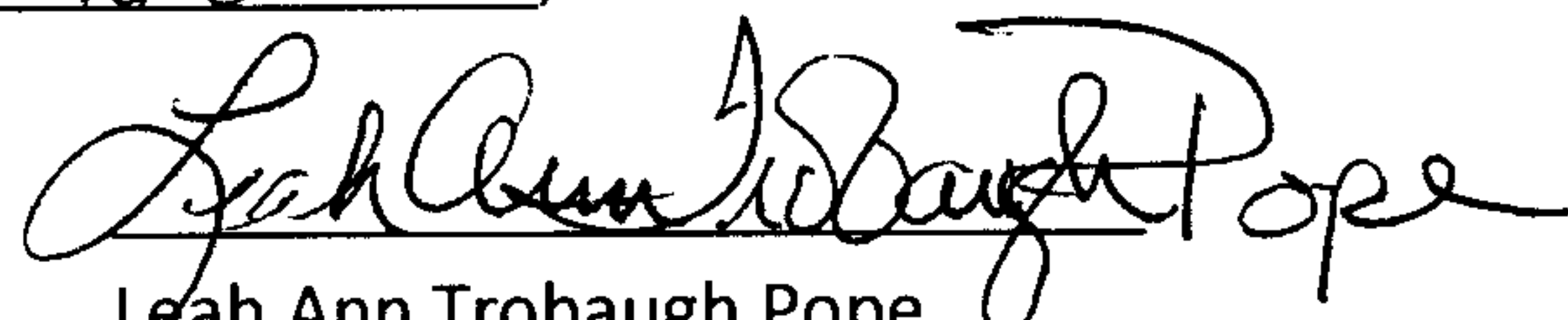
The mortgages are recorded as follows:

Mortgage given by Eddie J. Trobaugh and Mary Ellen Trobaugh to Collateral Mortgage, LTD, in the amount of \$78,000.00, dated March 4, 1994, filed March 28, 1994, and recorded in Instrument No. 1994-10022, and last assigned to Texas Independent Bank, by instrument recorded in Instrument No. 1997-2940, in the Probate Office of Shelby County, Alabama.

I, Jo Ellen Trobaugh Smith and Leah Ann Trobaugh Pope, the current owners of property described as attached on Exhibit A have no knowledge of the mortgages as set out herein and to the best of our knowledge these mortgages were paid on or about the date the Mortgage matured, April 1, 2001. There has been no attempt to collect and no notice of default or notice of foreclosure in regards to these mortgages. In addition, we were Co-Personal Representatives of the Estate of Eddie J. Trobaugh and no claim was filed by the holder of the mortgage in the Estate. We, as current owners and our agents herein do hereby indemnify and hold harmless First American Title Insurance Company and Jefferson Title Corporation against any loss and all claims arising from any attempt to collect on the above described mortgages or indebtedness.

Signed with hand and seal this the 9 day of December, 2011.


Jo Ellen Trobaugh Smith


Leah Ann Trobaugh Pope

State of Alabama
Jefferson County

I, Jack R. Thompson Jr., a notary for said County and in said State, hereby certify that JO ELLEN TROBAUGH, LEAH ANN TROBAUGH POPE, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my official hand and seal this the 9th day of Dec., 2011.

Notary Public





Commission Expires:

10/31/2012

511-3378

Agent's File No.: S11-3378

EXHIBIT "A"

20120112000015270 2/10 \$39.00
Shelby Cnty Judge of Probate, AL
01/12/2012 10:32:19 AM FILED/CERT

Lot 23, according to the Survey of Davenport's Addition to Riverchase West, Sector 2, as recorded in Map Book 8, Page 10 A & B, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Inst # 1994-10022

20120112000015270 3/10 \$39.00
Shelby Cnty Judge of Probate, AL
01/12/2012 10:32:19 AM FILED/CERT

03/28/1994-10022
12:36 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
010 MCD 148.00

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 4, 1994. The grantor is

Eddie J. Trobaugh and wife, Mary Ellen Trobaugh

("Borrower"). This Security Instrument is given to Collateral Mortgage, Ltd., an Alabama Limited Partnership

which is organized and existing under the laws of the State of Alabama, and whose
address is 1900 Crestwood Boulevard, Birmingham, Alabama 35283-0180
("Lender"). Borrower owes Lender the principal sum of

SEVENTY EIGHT THOUSAND AND NO/100 _____ Dollars (U.S. \$ 78,000.00).

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 April 1, 2001.

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

Shelby

County, Alabama:

Lot 23, according to the Survey of Davenport's Addition to Riverchase West, Sector 2, as recorded
in Map Book 8, Page 10 A & B, in the Probate Office of Shelby County, Alabama; being situated in
Shelby County, Alabama.
Mineral and mining rights excepted.

which has the address of 640 Mountain Laurel Court, Birmingham [Street, City],
Alabama 35244 ("Property Address");
[Zip Code]

ALABAMA-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT
Form 3001 9/90
Amended 5/91

VMP -6R(AL) (9212)

VMP MORTGAGE FORMS - (800)521-7291



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 seised 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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Form 3001 9/90

If Lender invokes the power of sale, Lender shall give a copy of a notice to Borrower in the manner provided in paragraph 14. Lender shall publish the notice of sale once a week for three consecutive weeks in a newspaper published in Shelby County, Alabama, and thereupon shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of this County. Lender shall deliver to the purchaser Lender's deed conveying the Property. Lender or its designee may purchase the Property at any sale. Borrower covenants and agrees that the proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waivers. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

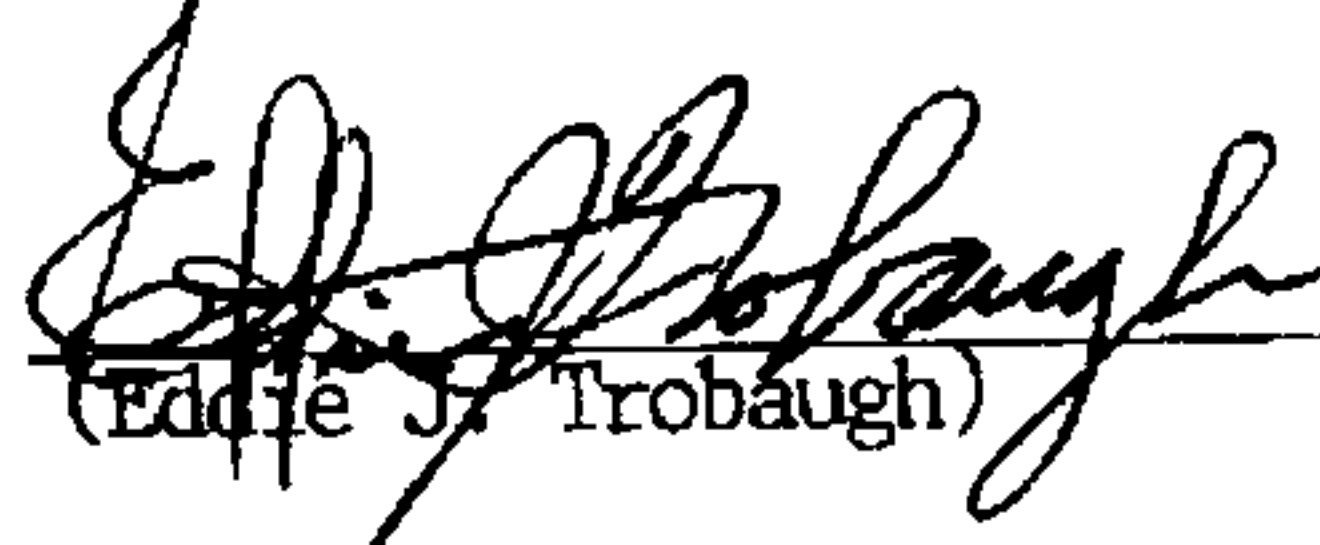
[Check applicable box(es)]

- ☐ Adjustable Rate Rider
☐ Graduated Payment Rider
☒ Balloon Rider
☐ V.A. Rider

- ☐ Condominium Rider
☒ Planned Unit Development Rider
☐ Rate Improvement Rider
☒ Other(s) [specify]
Compliance Rider

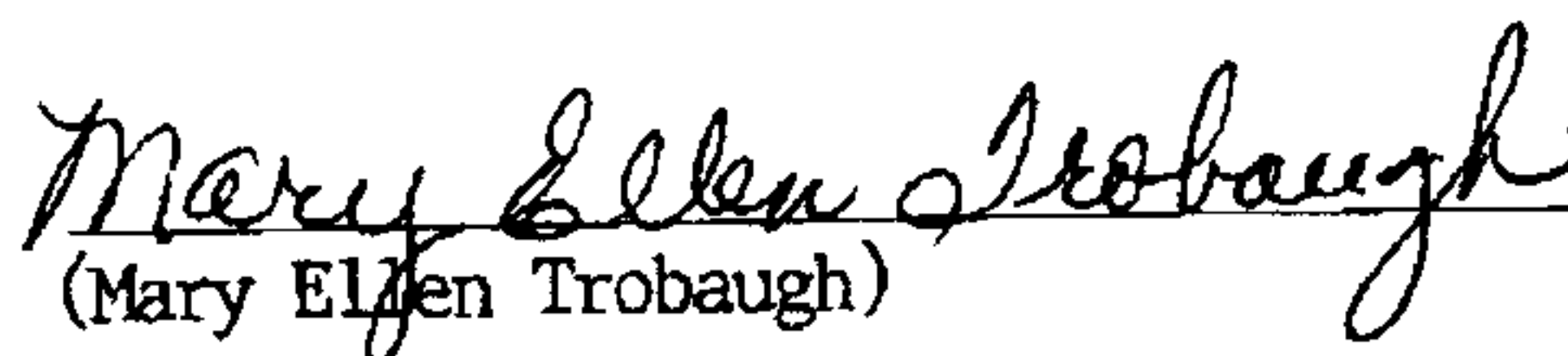
- ☐ 1-4 Family Rider
☐ Biweekly Payment Rider
☐ Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.
Witnesses:


(Eddie J. Trobaugh)

(Seal)

-Borrower


(Mary Ellen Trobaugh)

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

STATE OF ALABAMA,

SHELBY

County ss:

On this 4th day of March, 1994, I, Janice E. Culver, a Notary Public in and for said county and in said state, hereby certify that Eddie J. Trobaugh and wife, Mary Ellen Trobaugh

, whose name(s) are signed to the foregoing conveyance, and who are known to me, acknowledged before me that, being informed of the contents of the conveyance, they executed the same voluntarily and as their act on the day the same bears date. Given under my hand and seal of office this 4th day of March, 1994

My Commission Expires: 1/4/97


Notary Public

This instrument was prepared by

Joel C. Watson, Attorney at Law
P. O. Box 987
Alabaster, AL 35007

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Form 3001 9/90



20120112000015270 5/10 \$39.00
Shelby Cnty Judge of Probate, AL
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PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 4th day of March, 1994, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to Collateral Mortgage, Ltd., an Alabama Limited Partnership

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

640 Mountain Laurel Court, Birmingham, Alabama 35244

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

Riverchase Residential Association

(the "Declaration").

The Property is a part of a planned unit development known as

Mountain Laurel Court

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3150 9/90

VMP -7 (9108)

VMP MORTGAGE FORMS - (313)293-8100 - (800)521-7291



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D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

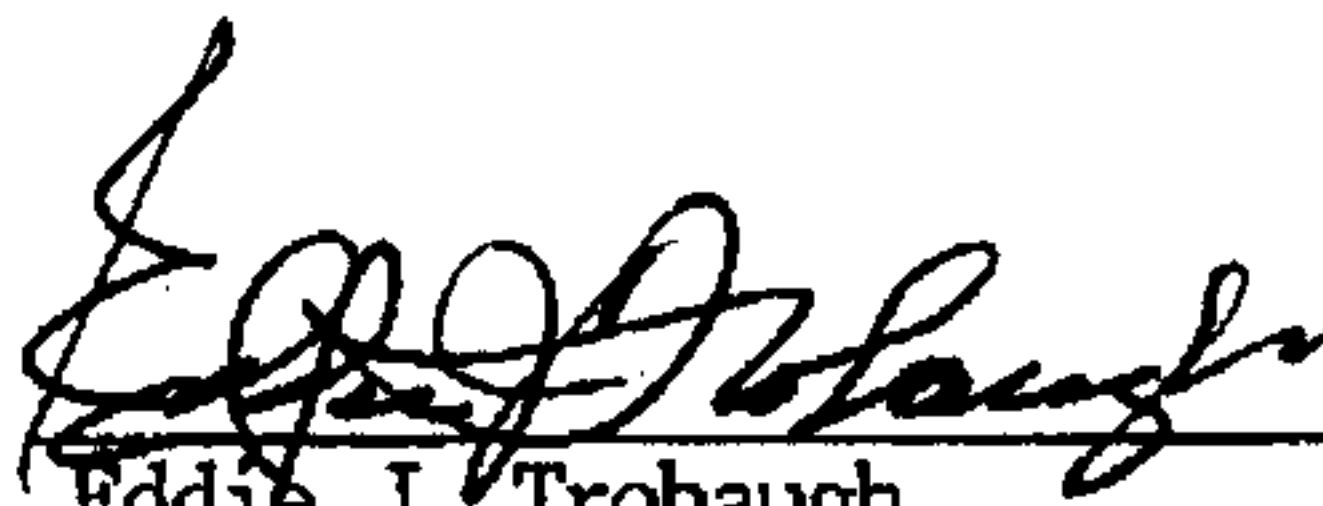
(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

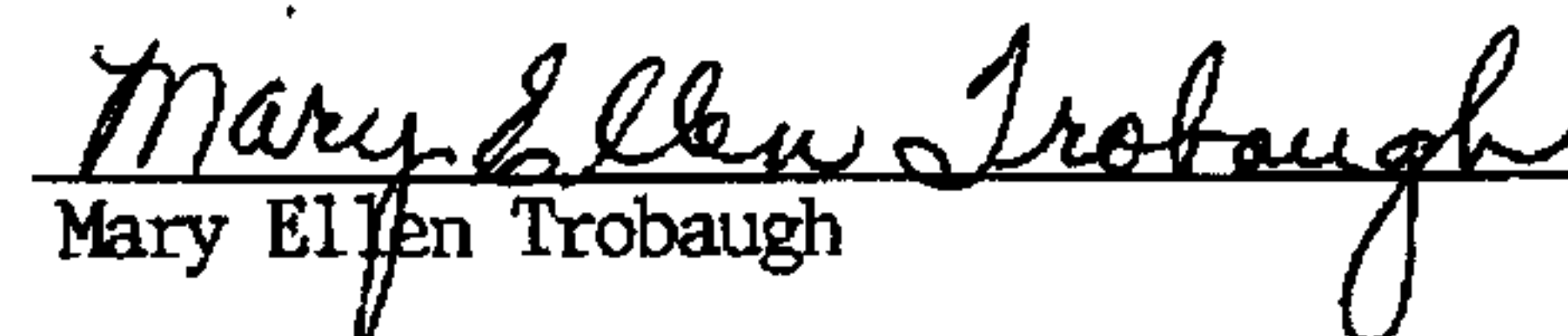
(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.



Eddie J. Trobaugh (Seal)
-Borrower


Mary Ellen Trobaugh (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Form 3150 9/90


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Shelby Cnty Judge of Probate, AL
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COMPLIANCE RIDER

This RIDER is a part of and incorporated into the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the 4th ME 2nd 1994 day of March, 19 94, made and entered into by Eddie J. Trobaugh and wife, Mary Ellen Trobaugh, Borrower(s), and Collateral Mortgage, Ltd. Lender.

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

The Security Instrument is amended to add the following:

THAT SHOULD THIS SECURITY INSTRUMENT AND THE NOTE SECURED HEREBY NOT QUALIFY FOR AND COMPLY WITH THE RULES, REGULATIONS, AND STANDARDS PERTAINING TO FNMA/FHLMC OR AN INSTITUTIONAL INVESTOR WITHIN SIXTY DAYS FROM THE DATE HEREOF, AND IF UPON REQUEST, THE BORROWERS FAIL TO COOPERATE IN CORRECTING ANY ERRORS OR OMISSIONS MADE IN CONNECTION THEREWITH, BY EXECUTING OR RE-EXECUTING, AS THE CASE MAY BE, ANY AND ALL LOAN CLOSING DOCUMENTATION, INCLUDING BUT NOT LIMITED TO, THE NOTE AND THE SECURITY INSTRUMENT, THEN THE HOLDER OF THE NOTE SECURED HEREBY MAY, AT ITS OPTION, DECLARE ALL SUMS SECURED HEREBY IMMEDIATELY DUE AND PAYABLE.

Eddie J. Trobaugh
Borrower Eddie J. Trobaugh

Eddie J. Trobaugh
(Typed name of above Borrower)

Mary Ellen Trobaugh
Borrower Mary Ellen Trobaugh

Mary Ellen Trobaugh
(Typed name of above Borrower)

BALLOON RIDER
(CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this 4th day of March, 1994, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to Collateral Mortgage, Ltd., an Alabama Limited Partnership (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

640 Mountain Laurel Court, Birmingham, Alabama 35244
(Property Address)

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

1. CONDITIONAL RIGHT TO REFINANCE

At the maturity date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of April 1, 2024, and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet due and payable) other than that of the Security Instrument may exist; (4) the New Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

3. CALCULATING THE NEW NOTE RATE

The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required net yield is not available, the Note Holder will determine the New Note Rate by using comparable information.


4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note Rate as calculated in Section 3 above is not greater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Note at the New Note Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month until the New Note is fully paid.

5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage Association's applicable published required net yield in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with updating the title insurance policy, if any.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Balloon Rider.

 (Seal)
Eddie J. Probaugh Borrower

(Seal)
Borrower

Inst # 1994-10022

(Seal)
Borrower

03/28/1994-10022
12:36 PM CERTIFIED (Sign Original Only)

MULTISTATE BALLOON RIDER—Single Family—Fannie Mae Uniform Instrument

SHELBY COUNTY CLERK OF PROBATE (page 1 of 1 page)
010 MCD 148.00

Inst # 1994-10022

20120112000015270 9/10 \$39.00
Shelby Cnty Judge of Probate, AL
01/12/2012 10:32:19 AM FILED/CERT

210033

STATE OF ALABAMA)

COUNTY OF SHELBY)

ASSIGNMENT OF MORTGAGE

For the sum of One Hundred and No/100 Dollars (\$100.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, COLLATERAL MORTGAGE, LTD., an Alabama Limited Partnership does hereby grant, bargain, sell, convey, assign and deliver unto TEXAS INDEPENDENT BANK, P.O. Box 560528, Dallas, TX 75356 A State Bank, its successors and assigns, that certain mortgage executed by EDDIE J TROBAUGH and MARY ELLEN TROBAUGH to COLLATERAL MORTGAGE, LTD., an Alabama Limited Partnership in the principal sum of \$78,000.00 dated 03/04/94 and filed for record in the Office of the Judge of Probate of SHELBY County, Alabama, on 03/28/94 Book: 1994 Page: 10022, together with the debt thereby secured, the Note therein described, and all interest of the undersigned in and to the lands and property conveyed by said mortgage.


TO HAVE AND TO HOLD unto the said TEXAS INDEPENDENT BANK, A State Bank, its successors and assigns forever.


IN WITNESS WHEREOF the said COLLATERAL MORTGAGE, LTD. has caused this instrument to be executed in its name by Collat, Inc., its corporate general partner, by CURTIS SNIDER, its Assistant Vice President, and its corporate seal and the limited partnership seal are hereby affixed and attested by LINDA GREEN, Assistant Secretary to the corporate general partner, both of whom are thereunto duly authorized, this thirty first day of December, 1996.

(CORPORATE SEAL)

COLLATERAL MORTGAGE, LTD.,
an Alabama Limited Partnership
By Collat, Inc.
Its Corporate General Partner

ATTEST:


LINDA GREEN
Its Assistant Secretary

By 
CURTIS SNIDER
Its Assistant Vice President


(LIMITED PARTNERSHIP SEAL)

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public for the State of Alabama at Large hereby certify that CURTIS SNIDER and LINDA GREEN whose names as Assistant Vice President and Assistant Secretary, respectively, of Collat, Inc., in its capacity as corporate general partner of COLLATERAL MORTGAGE, LTD., an Alabama Limited Partnership, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation in its capacity as corporate general partner of said limited partnership.

Given under my hand and official seal, this thirty first day of December, 1996.

This instrument prepared by
LINDA GREEN
c/o Collateral Mortgage, Ltd.
1900 Crestwood Blvd.
Birmingham, AL 35210


BETTY JO BUSH
Notary Public
State of Alabama at Large

My Commission Expires: 11/07/98

ALABAMA 11/94

01/29/1997-02940
10:12 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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Shelby Cnty Judge of Probate, AL
01/12/2012 10:32:19 AM FILED/CERT

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