

This instrument prepared by:  
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2311 Highland Avenue South  
Birmingham, Alabama 35205

**ASSIGNMENT OF INTEREST  
IN PROMISSORY NOTE AND MORTGAGE**

STATE OF ALABAMA        )  
COUNTY OF SHELBY        )

THIS ASSIGNMENT OF INTEREST (the "Assignment"), made and entered into effective the 9<sup>th</sup> day of October, 2015, by and between JOHN EDWIN LEE, III, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF VIRGINIA MITCHELL LEE, DECEASED (the "Assignor"); and JOHN EDWIN LEE, III, AS TRUSTEE OF THE STEVEN MITCHELL LEE TRUST U/W/O VIRGINIA MITCHELL LEE (the "Assignee").

WITNESSETH:

WHEREAS, under that certain Promissory Note, in the principal amount of Two Hundred Eight Thousand and No/100 Dollars (\$208,000.00), Steven Mitchell Lee owes an outstanding balance of One Hundred Three Thousand and No/100 Dollars (\$103,000.00) to the Estate of Virginia Mitchell Lee, deceased (the "Note"); and

WHEREAS, the Note is secured by Mortgage dated February 8, 2013, and filed for record on February 12, 2013, at instrument number 20130212000060310 in the Probate Office of Shelby County, Alabama (the "Mortgage"); and

WHEREAS, the assets of the Estate of Virginia Mitchell Lee, deceased, are directed to the beneficiaries under the Last Will and Testament of Virginia Mitchell Lee dated September 28, 2011 (the "Will"); and

WHEREAS, the Steven Mitchell Lee Trust u/w/o Virginia Mitchell Lee is a beneficiary of the Estate of Virginia Mitchell Lee, deceased, and is receiving the above-described Note and certain other assets pursuant to the Will;


NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree and bind themselves as follows:

1. The Assignor does hereby give, assign, transfer, and set over unto the Assignee all of Assignor's right, title and interest in and to its interest in the Note and Mortgage.
2. The Assignee hereby agrees to assume all of the obligations, rights and responsibilities of the Assignor with respect to the ownership of the Note and Mortgage and acknowledges that Assignee is bound by the terms and provisions of the Note and Mortgage, together with any amendments to either of them.

3. This Assignment shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of each of the parties hereto.

4. The construction, validity and enforcement of this Assignment shall be determined according to the laws of the State of Alabama.

*(Signature page follows)*

  
20160505000152570 2/3 \$20.00  
Shelby Cnty Judge of Probate, AL  
05/05/2016 03:47:53 PM FILED/CERT

IN WITNESS WHEREOF, the undersigned have executed this Assignment on this 9th day of October, 2015.

John Edwin Lee, III  
JOHN EDWIN LEE, III, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF VIRGINIA MITCHELL LEE, DECEASED

(ASSIGNOR)

John Edwin Lee, III  
JOHN EDWIN LEE, III, AS TRUSTEE OF THE STEVEN MITCHELL LEE TRUST U/W/O VIRGINIA MITCHELL LEE

(ASSIGNEE)

STATE OF ALABAMA       )  
SHELBY COUNTY         )

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that JOHN EDWIN LEE, III, whose name as Personal Representative of the Estate of Virginia Mitchell Lee, deceased, and Trustee of the Steven Mitchell Lee Trust u/w/o Virginia Mitchell Lee is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this date that, being informed of the contents of said Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9 day of OCTOBER, 2015.

Kately S. Mann  
NOTARY PUBLIC  
My Commission Expires: FEB 4, 2017

[SEAL]

