

STATE OF Alabama)
COUNTY OF Shelby)

THIS DOCUMENT WAS PREPARED BY
AND AFTER RECORDING RETURN TO:
Peter M. Wright, Esq.
Sirote & Permutt, P.C.
2311 Highland Avenue South
Birmingham, Alabama 35203

ASSIGNMENT OF MORTGAGE AND NOTE

FOR VALUE RECEIVED, the undersigned **SHARON FREW DOGGETT, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF JOHN M. FREW, DECEASED, JEFFERSON COUNTY, ALABAMA, PROBATE CASE NOS. 204380 AND 204382, CONSOLIDATED** ("**Assignor**"), the legal owner and holder of an undivided one-half interest in an indebtedness (the "**Loan**") which is (i) evidenced by a Balloon Note dated September, 2004, executed by Jitendra Shah and Tarulata Shah ("**Borrower**") in favor of John Frew and Terry Rone Frew, as tenants in common, in the original principal amount of \$147,915.00 (the "**Note**"), and (ii) secured by that certain Balloon Mortgage dated September 13, 2004, executed by Borrower in favor of John M. Frew and Terry Rone Frew, as tenants in common, and recorded on September 21, 2004, in Instrument No. 20040921000521200 in the Office of the Judge of Probate of Shelby County, Alabama (the "**Mortgage**"), relating to certain real property more particularly described in such Mortgage, does hereby transfer, assign, set over and convey unto **GILDA M. BAYEGAN, AS TRUSTEE OF THE TERRY RONE FREW MANAGEMENT TRUST DATED DECEMBER 13, 2010** ("**Assignee**"), all of Assignor's right, title and interest in and to the Mortgage together with the Note and indebtedness secured by said Mortgage, and the undersigned Assignor does hereby remise, release, quitclaim and convey to the Assignee all of the right, title and interest of the Assignor in and to the property described in and conveyed by said Mortgage.

This transfer and assignment is made without recourse or warranty except as set forth below.

Assignor hereby represents and warrants that Assignor is the holder of an undivided one-half interest in the Loan and other obligations under the Note and Mortgage and the debt secured thereby; that Assignor has the right, power and authority to make the within assignment to Assignee free and clear of any liens or encumbrances on Assignor's interest therein; that no approvals or consents are required in connection with the execution or performance of this assignment by Assignor; and that Assignor has not executed any prior assignment or pledge of the Note, Mortgage or debt secured thereby.

Assignor hereby represents and warrants that the Note and Mortgage are in full force and effect, were properly authorized and executed, and are valid, binding, and enforceable obligations of the Borrower; that the Note and Mortgage have not been amended, modified, rescinded, terminated, or changed in any manner by agreement or understanding to which the undersigned was or is a party, or by any such agreement or understanding of which the undersigned has actual knowledge; and that there are no offsets, defenses, or counterclaims with

respect to the Note and Mortgage which are valid, binding, and enforceable obligations of the undersigned.

This Assignment shall inure to the benefit of Assignee and Assignee's successors and assigns.

This Assignment of Mortgage and Note shall be governed by the laws of the State of Alabama.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Mortgage and Note as of the 10th day of December, 2015.

ASSIGNOR:

Sharon Frew Doggett
Sharon Frew Doggett, as Personal Representative of
the Estate of John M. Frew, Deceased

STATE OF Alabama)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Sharon Frew Doggett, 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 said instrument, she executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal, this 10th day of December, 2015.

(SEAL)

Martina D. Dugger
Notary Public
My Commission Expires: 11/17/2017