


This Instrument Prepared By:
LINDSEY J. ALLISON, ESQ.
P.O. Box 380275
Birmingham, Alabama 35238
(205) 991-6367


20180405000114330 1/4 \$24 00
Shelby Cnty Judge of Probate, AL
04/05/2018 04:26:17 PM FILED/CERT

ASSIGNMENT OF MORTGAGE

State of Alabama)
Shelby County)

For valuable consideration, the undersigned, **GINGER GALE BRECKENRIDGE, as Personal Representative of the Estate of Joyce P. Breckenridge, Deceased** (Assignor), by these presents does assign, and set over, without recourse, to **DALE BRECKENRIDGE**, named heir of the Estate of Joyce P. Breckenridge, the described mortgage with all interest, all liens, any rights due or to become due thereon, executed by Mortgagee(s): **JAMES E. BRECKENRIDGE** and **JOYCE P. BRECKENRIDGE** and Mortgagor(s): **SHELIA J. WILSON** and **ELMER R. WILSON**. Said mortgage Dated: December 10, 2004; amount: \$64,900.00.

Property address: 107 Gum Street, Columbiana, AL.

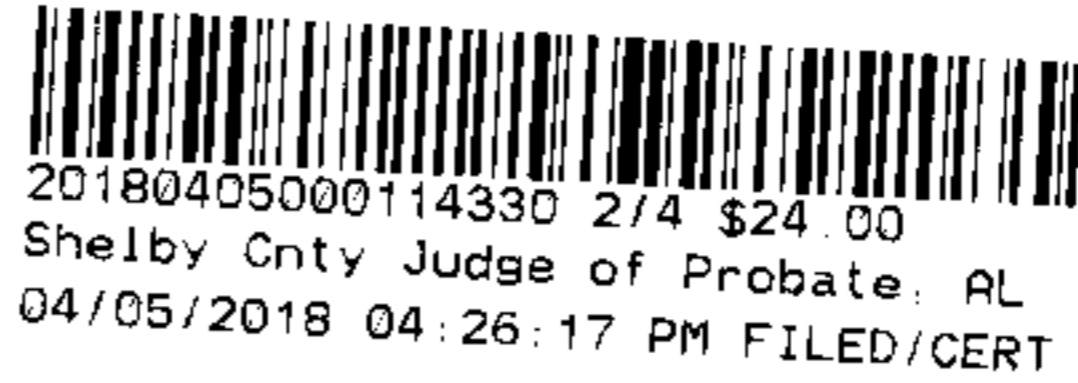
In witness whereof, the undersigned has caused this instrument to be executed by its proper signatory.

This Assignment of Mortgage Executed on: 3-12-18.

Whereas, Mortgagor(s) is(are) justly indebted to Mortgagee(s) in the sum of Sixty-four Thousand Nine Hundred Dollars and no/100 lawful money of the United States, and has agreed to pay the same, with interest thereon, according to the terms of a certain note (the "Note") given by Mortgagor to Mortgagee, bearing even date herewith, with final payment being due **on or before December 10, 2024**;

Now, Therefore, in consideration of the premises and the sum hereinabove set forth, Mortgagor has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto Mortgagee property situated in Shelby County, Alabama, more particularly described as follows:

Commence at a point on the West margin of Main Street in the Town of Columbiana, Alabama, 228 feet North of the point of intersection of the North margin of Sterrett Street and the West margin of Main Street at an iron stake marking the Northeast corner of lot formerly known as J. L. Peters Lot; and from said last named point run thence North along the West margin of Main Street a distance of 119 feet to a point; thence turn to the left and run West, parallel with Sterrett Street a distance of 419 feet to the point of beginning of the property herein conveyed; thence turn to the left and run parallel with said Main street in a Southerly direction a distance of 119 feet to a point; thence turn to the left and run in an Easterly direction parallel with said Sterrett Street a distance of 169 feet to a point; thence turn to the left and run in a Northerly direction parallel with Main Street a distance of 119 feet to a point; thence turn to the left and run in a Westerly direction, parallel with said Sterrett Street a distance of 169 feet to the point of beginning. Being a part of the SE ¼ of SE ¼, Section 23, Township 21 South, Range 1 West, Shelby County, Alabama.



Together with all buildings, structures and other improvements now or hereafter located on the property hereinbefore described, or any part and parcel thereof; and

In Witness whereof, the undersigned appeared and acknowledged that she is the Personal Representative of the Estate of Joyce P. Breckenridge, Deceased, Probate Court of Shelby County, Alabama (PR2017-321) and caused this Assignment of Mortgage to be executed as of the day and year first above written.

Ginger Gale Breckenridge
GINGER GALE BRECKENRIDGE
Personal Representative – Estate of
Joyce P. Breckenridge, Deceased

STATE OF ALABAMA)
)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that GINGER GALE BRECKENRIDGE, whose name 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 the 12 day of MARCH, 2018.

Judsey Gibson
Notary Public
My Commission Expires: 8-21-21

The State of Alabama,**County**Sold AS IS

This lease, made 10 th day of Dec. xx 2004

by and between James E. Breckenridge and wife, Joyce P. Breckenridge

and Shelia J. & Elmer R. Wilson part Y of the second part:

WITNESSETH, That the party of the first part does hereby rent and lease unto the party of the second part the following premises in See legal page two (2) description

for occupation by Them as Residential and not otherwise, for and during the term of (240) Mos.

20 years to-wit: from the 10th day of Dec. xx 2004

to the 10 th day of Dec. xx 2024

In Consideration Whereof, The party of the second part agrees to pay to the party of the first part the sum of Sixty Four Thousand Nine Hundred Dollars (64,900.00) DOLLARS

of which sum \$6500.00 is paid in cash, the receipt of which is hereby acknowledged, the balance \$58,400.00

is divided into 240 payments of \$479.45 7.75 % interest, pluss 1/12 annual Tax and insurance for 20 years (240 mos) Beginning Jan. 1-2005

each evidenced by notes bearing legal interest, payable at the office of James E. Breckenridge (on the First day of each month, during said term, in advance, being at the rate of \$5,753.40 per annum. And should the

party of the second part fail to pay the rents as they become due, as aforesaid, or violate any other condition of this Lease, the said party of the first part shall then have the right, at their option, to re-enter the premises and annul this Lease. And in order to entitle the party of the first part to re-enter, it shall not be necessary to give notice of the rents being due and unpaid, or to make any demand for the same, the execution of this Lease signed by the said parties of the first and second part, which execution is hereby acknowledged, being sufficient notice of the rents being due and the demand for the same, and shall be so construed, any law, usage or custom to the contrary notwithstanding. And the party of the second part agrees to comply with all the laws in regard to nuisance, in so far as premises hereby leased are concerned, and by no act render the party of the first part liable therefor, and to commit no waste of property, or allow the same to be done, but to take good care of the same; nor to under-lease said property nor transfer this Lease without the written consent of the party of the first part, hereon endorsed; and further, this Lease being terminated, to surrender quiet and peaceable possession of said premises in like good order as at the commencement of said term, natural wear and tear excepted.

In the event of the employment of an attorney by the party of the first part, on account of the violation of the conditions of this Lease by the party of the second part, the party of the second part hereby agrees that shall be taxed with said attorney's fee. And as a part of the consideration of this Lease, and for the purpose of securing the party of the first part prompt payment of said rents as herein stipulated, or any damage that party of the first part may suffer either by failure to surrender quiet and peaceable possession of said premises, as aforesaid, or for any damage whatever, may be awarded said party of the first part under this contract, the said party of the second part hereby waives all right which they may have under the Constitution and Laws of the State of Alabama, to have any of the personal property of the party of the second part exempted from levy and sale, or other legal process.

The party of the second part agrees to pay all taxes on the above described property during said term as the same becomes due; and also agrees to pay all assessments for street and sidewalk improvements, should any be made against said property.

It is understood and agreed that at the end of said term if the party of the second part has complied with each and all conditions of this Lease, then the party of the first part agrees that the rent paid under his Lease shall be considered a payment for said property, and the party of the first part shall make and execute a deed warranty conveying said property to the party of the second part.

It is further understood and agreed that if the party of the second part fails to pay the monthly rent as it becomes due; and becomes as much as two months in arrears during the first year of the existence of this Lease, or as much as three months in arrears on such payments at any time thereafter, or should fail to pay the taxes on the said property when the same becomes due, or should fail to comply with any condition or requirement herein, then on the happening of any such event by the party of the second part forfeits his rights to a conveyance of said property, and all money paid by the party of the second part under this contract shall be taken and held as payment of rent for said property, and the party of the second part shall be liable to the party of the first part as a tenant for the full term of said Lease, and the provisions herein "that the rent paid under this Lease shall be considered a payment for said property, and the party of the first part shall make and execute a deed with a warranty of title conveying said property to the party of the second part," shall be a nullity and of no force or effect; and the failure of the party of the second part to comply with any of the conditions of this instrument shall ipso facto render the said provision a nullity, and make the said party of the second part a lessee under this instrument, without any rights whatever except the rights of lessee without any notice or action whatever upon the part of the party of the first part.

It is further understood and agreed that if the party of the second part should at any time before the maturity thereof desire to pay off the remaining monthly payments, as named herein they shall have the right to do so, and shall be entitled to a rebate on such advancements of all unearned interest, it being intended that only the earned interest shall be collected.

Including stove & refrigerator-Sold as is-There Will be a 5% Late Charge

Taxes & Insurance Notices will be sent to James E. Breckenridge

5050 INDAIN VALLEY RD. BAHAM, AL.

35244

IN TESTIMONY WHEREOF We have set our hands and seals in duplicate this

day of xx 2004

James E. Breckenridge
Joyce P. Breckenridge
OVERShelia J. Wilson (L. S.)
Elmer R. Wilson (L. S.)

600 W. ST.

Lease Sale Contract

James E. Breckenridge and wife

Joyce P. Breckenridge

TO

Shelia J. Wilson And husband

Elmer R. Wilson

Price, \$64,900.00

Terms of Sale \$6500.00 Down 7.75%int.

20yrs (240 mos)

Monthly Payments, \$479.45 plus ESCROW

Beginning Jan. 1-2005

Ending 2025



20180405000114330 4/4 \$24.00
Shelby Cnty Judge of Probate: AL
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Form 108 Printed and for Sale by Zee Smith Stationery Co.-Bham

SHELBY

County, Alabama to-wit:

Commence at a point on the West margin of Main Street in the Town of Columbiana, Alabama, 228 feet North of the point of intersection of the North margin of Sterrett Street and the West margin of Main Street at an iron stake marking the Northeast corner of lot formerly known as J. L. Peters Lot; and from said last named point run thence North along the West margin of Main Street a distance of 119 feet to a point; thence turn to the left and run West, parallel with Sterrett Street a distance of 419 feet to the point of beginning of the property herein conveyed; thence turn to the left and run parallel with said Main Street in a Southerly direction a distance of 119 feet to a point; thence turn to the left and run in an Easterly direction parallel with said Sterrett Street a distance of 169 feet to a point; thence turn to the left and run in a Northerly direction parallel with Main Street a distance of 119 feet to a point; thence turn to the left and run in a Westerly direction, parallel with said Sterrett Street a distance of 169 feet to the point of beginning. Being a part of the SE 1/4 of SE 1/4, Section 23, Township 21 South, Range 1 West, Shelby County, Alabama.

Grantors further convey to Grantees an easement over adjoining property for the sole and limited purpose of connecting the property herein conveyed to the City Water and Sewer lines.

INSURANCE: The party of the second part shall keep property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the property due its type and location. This insurance shall be maintained in the amounts and for the periods that the party of the first part requires. What the party of the first part requires pursuant to the preceding sentence can change during the term of the lease. The insurance carrier shall be chosen by the party of the second part subject to the party of the first parts approval, if the party of the second part fails to maintain the coverage described above. The party of the first part may at his option, obtain coverage to protect his rights in the property. All insurance and renewals shall be acceptable to the party of the first part and shall include a standard "mortgage clause " and where applicable, "loss payee clause" party of the second part shall immediately notify the party of the first part of cancellation of the insurance or termination of the insurance. The party of the first part shall the right to hold the policies and renewals, if he requires it. The party of the second part shall give to the party of the first part all receipts of paid premiums and renewal notices. Upon loss, the party of the second part shall give immediate to the Insurance carrier and to the party of the first part . The party of the first part may make proof of loss if not made immediately by the party of the second part. All insurance proceeds shall be applied to the restoration or repair of the property or to the secured debt, whether or not then due. At the party of the first parts option any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the party of the first part. If the property is acquired by the party of the first part, the party of the second parts right to any insurance policies and proceeds resulting from damage to the property before the acquisition shall pass to the party of the first part to the extent of the secured debt existing immediately immediately before the acquisition.

ESCROW FOR TAXES AND INSURANCE: The party of the second part will be required to pay the party of the first part funds "1/12 monthly" for taxes and insurance in escrow.

ASSESSMENTS: The party of the second part agrees to pay when due all assessments for sewer work, garbage and trash pick up and all other assessments, and all legal expence including a reasonable attorneys fee, incurred as a result of the party of the second parts non compliance.

VEHICLES, JUNK AND TRASH ON PROPERTY: Vehicles not operable or running , shall not be left on the property more than 90 days . property shall be keep clean and neat at all times. Any problems arising from non compliance "insurance, city, county" shall constitute a default of our agreement.

TRIPS: Any and all trips the party of the first part has to make as a result of a non compliance of this agreement by the party of the second part , the party of the second part shall be assessed \$25.00 payable immediately.

Elmer R. Wilson
Shelia J. Wilson
James E. Breckenridge
Joyce P. Breckenridge