


This instrument prepared by:  
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2311 Highland Avenue South (35205)  
P. O. Box 55727  
Birmingham, Alabama 35255-5727

STATE OF ALABAMA       )  
                                      :  
COUNTY OF SHELBY     )

  
20181228000452310 1/4 \$26.00  
Shelby Cnty Judge of Probate, AL  
12/28/2018 03:16:10 PM FILED/CERT

### ASSIGNMENT OF MORTGAGE AND PROMISSORY NOTE

**THIS ASSIGNMENT** (this "Assignment") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by **CAROLYN G. COOKE**, an unmarried woman ("Assignor"), in favor of **CAROLYN G. COOKE, ROBERT FRANKLIN COOKE AND JANICE ELAINE COOKE, OR ANY SUCCESSOR(S), AS TRUSTEE(S) OF THE CAROLYN G. COOKE MANAGEMENT TRUST, DATED MARCH 14, 2014** ("Assignee"), having an address at c/o Carolyn G. Cooke, Trustee, 1048 Bridgewater Park Drive, Hoover, Alabama 35244.

### WITNESSETH:

**WHEREAS**, Janice E. Cooke, an unmarried woman ("Borrower") is indebted to the Assignor under that certain Promissory Note, dated on or about April 21, 2014, in the original principal amount of \$340,000.00 (the "Note"); and

**WHEREAS**, the Note is secured by that certain Mortgage in the original principal amount of \$340,000.00 executed by Borrower, Janice E. Cooke, in favor of the Assignor herein, Carolyn G. Cooke, dated on or about April 21, 2014, and filed for record on May 30, 2014, in Instrument No. 20140530000163270 in the Probate Office of Shelby County, Alabama (the "Mortgage"), which Mortgage secures the real property described on Exhibit "A" thereto, and having a property address of 1045 Bridgewater Park Drive, Hoover, Alabama 35244; and

**WHEREAS**, the Carolyn G. Cooke Management Trust was created by that certain revocable trust agreement entered into on or about March 14, 2014, by Carolyn G. Cooke, as "Grantor" thereunder, and Carolyn G. Cooke, Robert Franklin Cooke and Janice Elaine Cooke, as "Trustee" thereunder (said trust agreement, as the same may be amended and/or restated from time to time, herein referred to as the "Trust Agreement"), for the purpose of establishing a trust thereunder for the benefit of the beneficiaries thereof as provided therein, the primary beneficiary of which is currently Carolyn G. Cooke.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, Assignor hereby transfers, sells, conveys and assigns unto Assignee, its successors and assigns, without recourse, all of the Assignor's right, title and interest in and to the Note and Mortgage (collectively the "Loan Documents"), together with all of the indebtedness from time to time owing under the Note, including, without limitation, interest from the date of this Assignment until paid, and under each of the other Loan Documents, and together with any and all right, title, interest and estate of the Assignor in and to the property described in, conveyed or encumbered by the Mortgage, together with all of the Assignor's rights, remedies, privileges and options with respect to the Loan Documents arising at law, in equity, or under the Loan Documents.

This Assignment is made WITHOUT RECOURSE AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND (including, without limitation, any representations or warranty as to the collectability of any amounts owed or owing under the Loan Documents or as to the enforceability of any provision thereof).

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

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

**NOTE:** The Assignor's interest in the Loan Documents assigned hereby to the Assignee is specifically assigned to such Assignee in the Assignee's representative capacity, to have, hold, maintain and distribute in strict accordance with the terms of the Trust Agreement relating to the trust(s) created thereunder for the benefit of the beneficiary(s) thereof as provided therein.

**- REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -**

**- SIGNATURE PAGE FOLLOWS -**



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IN WITNESS WHEREOF, the said Assignor has hereto set Assignor's hand and seal effective as of the date first above written.

ASSIGNOR:

Carolyn G. Cooke (SEAL)  
Carolyn G. Cooke

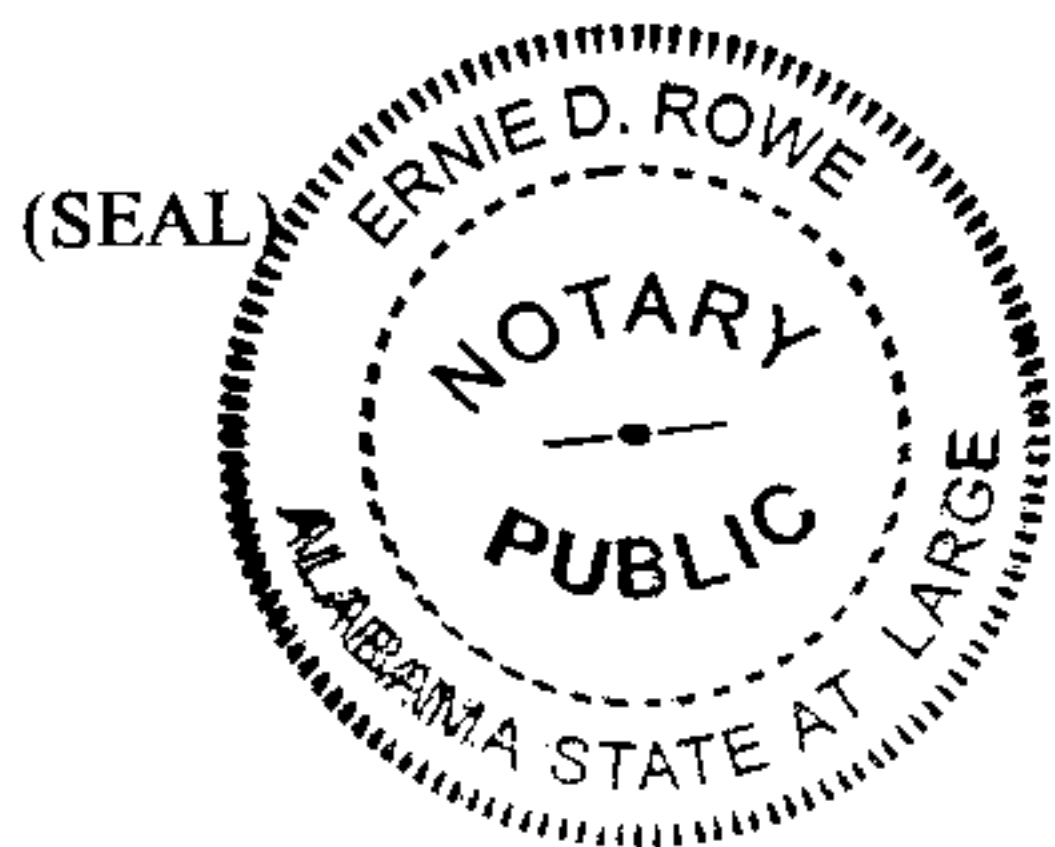
Date of Execution: DECEMBER 28 2018

STATE OF ALABAMA )

COUNTY OF Jefferson. )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Carolyn G. Cooke, whose name is signed to the foregoing Assignment, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Assignment, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28 day of DECEMBER, 2018.



[Signature]  
Notary Public  
My Commission Expires: 05/09/2022


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**ALLONGE TO THAT CERTAIN PROMISSORY NOTE  
IN ORIGINAL PRINCIPAL AMOUNT OF \$340,000.00  
DATED APRIL 21, 2014, PAYABLE BY  
JANICE E. COOKE TO CAROLYN G. COOKE**

Pay to the order of **Carolyn G. Cooke, Robert Franklin Cooke and Janice Elaine Cooke, or any Successor(s), as Trustee under the Carolyn G. Cooke Management Trust Dated March 14, 2014, as the same may be amended and/or restated from time to time.**

Dated as of the 28 day of December 2018.

Carolyn G. Cooke  
Carolyn G. Cooke

  
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