

This instrument prepared by:
Howard W. Neiswender, Esq.
Sirote & Permutt, P.C.
P. O. Box 55727
Birmingham, Alabama 35255-5727
(205) 930-5100

STATE OF ALABAMA)
:
COUNTY OF SHELBY)

ASSIGNMENT OF MORTGAGE AND PROMISSORY NOTE

THIS ASSIGNMENT (this "Assignment") is made and executed effective as of this the 1st day of August, 2019, by MARGUERITE H. GRAY and RAYMOND J. HARBERT, AS CO-PERSONAL REPRESENTATIVES OF THE ESTATE OF MARGUERITE JONES HARBERT, DECEASED, PROBATE COURT OF JEFFERSON COUNTY, ALABAMA, CASE NO. 2015-224932 (collectively, the "Assignors"), in favor of MARGUERITE HARBERT GRAY, individually, a married woman ("Assignee"), having an address at 2848 Balmoral Road, Mountain Brook, Alabama 35223.

WHEREAS, on or about December 19, 2001, Marguerite J. Harbert, who is also known as Marguerite Jones Harbert (hereinafter sometimes referred to as the "Decedent" or the "Lender"), made a loan in the original principal amount of \$300,000.00 (the "Loan") to **Neville G. Palmer and Daphne J. Palmer**, a married couple (the "Borrowers"); and

WHEREAS, the Decedent died on or about March 17, 2015, and her estate (the "Decedent's Estate") is being administered under Case No. 2015-224932, in the Probate Court of Jefferson County, Alabama; and

WHEREAS, pursuant to Letters Testamentary issued to Marguerite H. Gray and Raymond J. Harbert on or about April 23, 2015, the Assignors were appointed, and are currently serving, as the Co-Personal Representatives of the Decedent's Estate; and

WHEREAS, at the time of her death, the Decedent was the owner and holder of each of the following documents executed and/or delivered in connection with the Loan, as each of the same may have been amended, modified, extended or renewed from time to time (each singularly, a "Loan Document" and collectively, the "Loan Documents"):

(a) Purchase Money Mortgage dated December 19, 2001, in the original principal amount of \$300,000.00 executed by Borrowers in favor of Lender and filed for record on December 27, 2001, in **Instrument No. 2001-56981**, in the Probate Office of Shelby County, Alabama (the "Mortgage"); and

(b) Promissory Note dated as of December 19, 2001, in the original principal amount of \$300,000.00, executed by Borrowers in favor of Lender (the "Note"); and

(c) Any security agreements, UCC financing statements, collateral assignments, title insurance policies and hazard insurance policies, and any and all other documents or instruments that may presently be in effect, evidencing, securing, executed and/or delivered in connection with the Loan.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged:

1. Assignors do hereby transfer, sell, convey and assign unto Assignee, her personal representatives, heirs and assigns, **WITHOUT RE COURSE**:

(a) All of the Decedent's right, title and interest in and to the Note, the Mortgage and each of the other Loan Documents; and

(b) All of the indebtedness from time to time owing under the Note and the Mortgage, including, without limitation, accrued interest, and under each of the other Loan Documents, together with any and all right, title, interest and estate of the Decedent in and to the property described in, conveyed or encumbered by the Loan Documents, together with all of the Decedent's rights, remedies, privileges and options with respect to the Loan Documents arising at law, in equity, or under the Loan Documents.

2. This Assignment is made **WITHOUT RE COURSE**, 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), except that Assignors covenant with and warrant to Assignee that:

(a) In their fiduciary capacities as Co-Personal Representatives of the Decedent's Estate, Assignors are the lawful owners and holders of the Decedent's interest, as Lender, in the Loan and other obligations of the Borrowers under the Loan Documents and the debt secured thereby, free and clear of any participatory interest; that Assignors have the right, power and authority to make the within assignment to Assignee free and clear of any liens or encumbrances on Decedent's or Assignors' interest therein; that no approvals or consents are required in connection with the execution or performance of this Assignment by Assignors; and that Assignors have not executed any prior assignment or pledge of the Loan Documents or the debt secured thereby.

(b) Assignors hereby represent and warrant that the Note, Mortgage and all other Loan Documents are in full force and effect, were properly authorized and executed, and are valid, binding, and enforceable obligations of the Borrowers; that the Note and Mortgage have not been amended, modified, rescinded, terminated, or changed in any manner by any agreement or understanding to which the Decedent and/or the Assignors was/were or is/are a party(ies), or by any such agreement or understanding of which either of 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 Borrowers to the Assignors, as successors in interest to the Decedent.

3. This Assignment shall inure to the benefit of Assignee and Assignee's personal representatives, heirs and assigns.

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

5. This Assignment is being executed by the undersigned Assignors in their fiduciaries capacities as named herein, and neither this instrument nor anything herein contained shall be construed as creating any indebtedness or obligation on the part of either of the Assignors in his or her individual capacity. Each of the undersigned Assignors expressly limits his or her liability hereunder solely to the property now or hereafter held by the Assignors as the Co-Personal Representatives of the Decedent's Estate.

- REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -

- SIGNATURE PAGES FOLLOW -



20190820000305050 3/5 \$31.00
Shelby Cnty Judge of Probate, AL
08/20/2019 12:38:02 PM FILED/CERT

IN WITNESS WHEREOF, the Assignors have executed this Assignment effective as of the date first above written.

ASSIGNOR:

Marguerite H. Gray

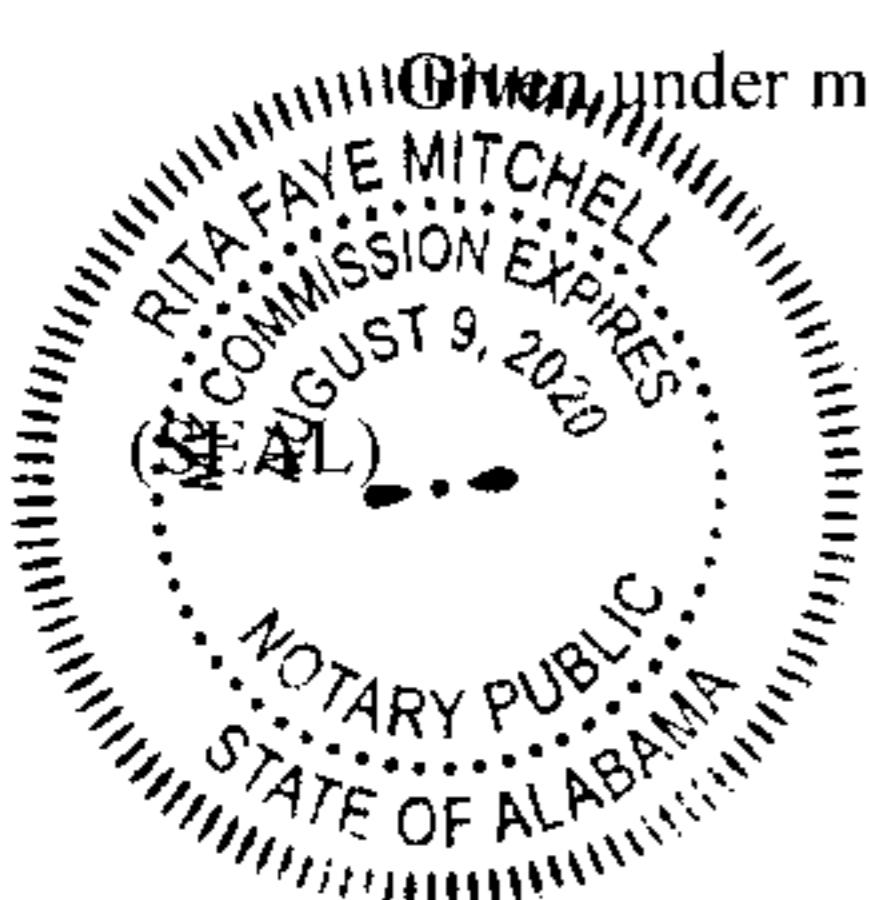
MARGUERITE H. GRAY, AS CO-PERSONAL
REPRESENTATIVE OF THE ESTATE OF
MARGUERITE JONES HARBERT, DECEASED

Date of Execution: 8-1-2019

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that MARGUERITE H. GRAY, whose name as Co-Personal Representative of the Estate of Marguerite Jones Harbert, deceased, is signed to the foregoing Assignment of Mortgage and Promissory Note, and who is known to me, acknowledged before me on this day that, being informed of the contents of such Assignment, she, in such fiduciary capacity and with full authority, executed the same voluntarily on the day the same bears date.

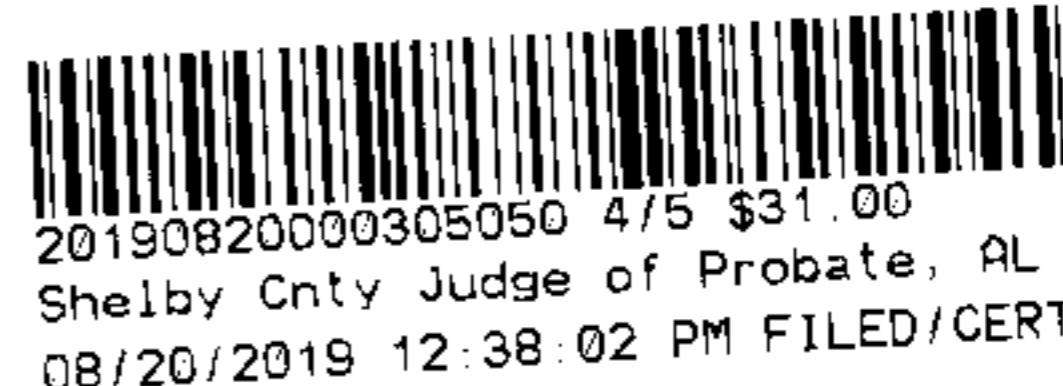


Given under my hand and official seal this the 1ST day of August, 2019.

Rita Faye Mitchell
Notary Public
My Commission Expires: 8-9-2020

- REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -

- SIGNATURE PAGE FOLLOWS -



ASSIGNOR:

Raymond J. Harbert

RAYMOND J. HARBERT, AS CO-PERSONAL
REPRESENTATIVE OF THE ESTATE OF
MARGUERITE JONES HARBERT, DECEASED

Date of Execution: 5-14-19

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that RAYMOND J. HARBERT, whose name as Co-Personal Representative of the Estate of Marguerite Jones Harbert, deceased, is signed to the foregoing Assignment of Mortgage and Promissory Note, and who is known to me, acknowledged before me on this day that, being informed of the contents of such Assignment, he, in such fiduciary capacity and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 14th day of May, 2019.

Carole B. Schepf
Notary Public

My Commission Expires: 06/15/2020

(SEAL)

20190820000305050 5/5 \$31.00
Shelby Cnty Judge of Probate, AL
08/20/2019 12:38:02 PM FILED/CERT