This instrument prepared by: Katherine N. Barr, Esq. Sirote & Permutt, P.C. 2311 Highland Avenue South (35205) P. O. Box 55727 Birmingham, Alabama 35255-5727

STATE OF ALABAMA

COUNTY OF SHELBY

20200302000082170 1/4 \$32.00 Shelby Cnty Judge of Probate, AL 03/02/2020 02:01:14 PM FILED/CERT

ASSIGNMENT OF MORTGAGE AND PROMISSORY NOTE

THIS ASSIGNMENT (this "Assignment") is made and entered into on this day of March. 2020, by LESLIE WARD SLAGER, AS AUTHORIZED AGENT FOR JOHN J. SLAGER PURSUANT TO A POWER OF ATTORNEY DATED JULY 29, 2019 ("Assignor"), in favor of LESLIE WARD SLAGER, OR ANY SUCCESSOR, AS TRUSTEE OF THE JOHN J. SLAGER MANAGEMENT TRUST, DATED JULY 29, 2019 ("Assignee"), having an address at c/o Leslie Ward Slager, Trustee, 155 Misty Water Drive, Columbiana, Alabama 35051.

WITNESSETH:

WHEREAS, Jordan W. Anderson, a married man, and Noelle C. Anderson, a married woman ("Borrowers"), are indebted to the Assignor under that certain Promissory Note, dated on or about April 17, 2017, in the original principal amount of \$220,000.00 (the "Note"); and

WHEREAS, the Note is secured by that certain Mortgage in the original principal amount of \$220,000.00 executed by Borrowers, Jordan W. Anderson and Noelle C. Anderson, in favor of the Assignor herein, John J. Slager, an unmarried man, dated on or about April 17, 2017, and filed for record on April 19, 2017, in Instrument No. 20170419000132200 in the Probate Office of Shelby County, Alabama (the "Mortgage"), which Mortgage secures the real property described in said instrument and on Exhibit A hereto, and having a property address of 5230 Post House Lane, Birmingham, Alabama 35242; and

WHEREAS, the John J. Slager Management Trust was created by that certain revocable trust agreement entered into on or about July 29, 2019, by John J. Slager, as "Grantor" thereunder, and Leslie Ward Slager, 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 John J. Slager;

WHEREAS, pursuant to a duly executed Power of Attorney, Leslie Ward Slager is the acting Agent for John J. Slager, and pursuant to said Power of Attorney, is granted authority to execute this Assignment for and on behalf of John J. Slager.

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.

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- 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:

Leslie Ward Slager

Agent for John J. Slager pursuant to a Power of Attorney

(SEAL)

dated July 29, 2019

Date of Execution: //www.

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Leslie Ward Slager, as authorized Agent for John J. Slager pursuant to a Power of Attorney dated July 29, 2019, 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this day of March

Notary Public

My Commission Expires:_

MY COMMISSION EXPIRES 05/23/2023

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EXHIBIT A

Lot 74, according to the Survey of Meadow Brook 4th Sector, as recorded in Map Book 7, Page 67, in the Probate Office of Shelby County, Alabama.

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