



20230531000162130 1/5 \$35.00
Shelby Cnty Judge of Probate, AL
05/31/2023 10:45:33 AM FILED/CERT

This Instrument Prepared By:

Clint C. Thomas, P.C.
Attorney at Law
P.O. Box 1422
Calera, AL 35040

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

Mortgage Assignment Agreement

THIS AGREEMENT made this _____ Day of May, 2023, by and between **Hicks Insurance Agency, L.L.C., a duly authorized Alabama Limited Liability Company**, hereinafter known as MORTGAGOR, and **Shane DeFoor and Brittany DeFoor**, hereinafter called MORTGAGEE, and **Oz Enterprises, L.L.C., a duly authorized Alabama Limited Liability Company**, hereinafter known as ASSIGNEE.

WITNESSETH

WHEREAS, Mortgagors are liable for payment to the Mortgagee of a Promissory Note in the original sum of Fifty Thousand Dollars and 00/100, dated 09 February, 2023, which Note is secured by a Mortgage of the same date recorded in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument # 20230221000045910, securing real estate situated in Shelby County, Alabama, to wit:

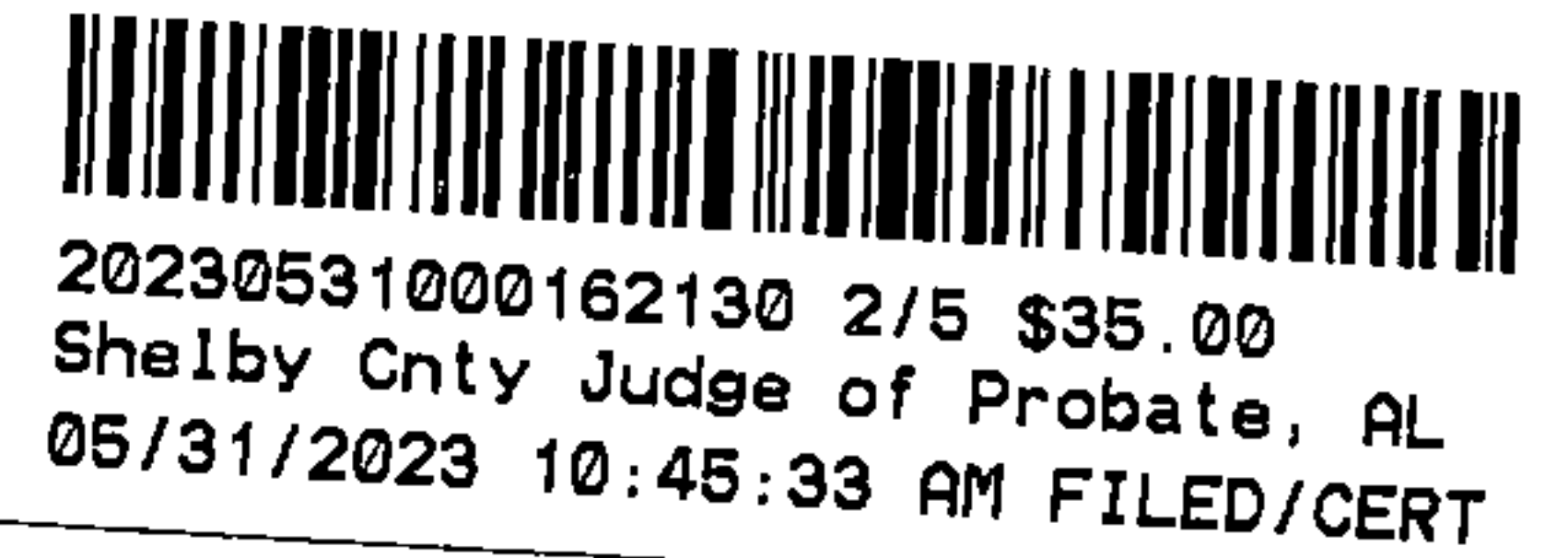
Lot 1 of the Final Plat of Colt's Corner as recorded in Map Book 57, Page 12 in the Probate Office of Shelby County, Alabama.

Commonly known as 10833 Highway 25, Calera, AL.

and the MORTGAGEE now being the owner and holder of said Note and Mortgage, and;

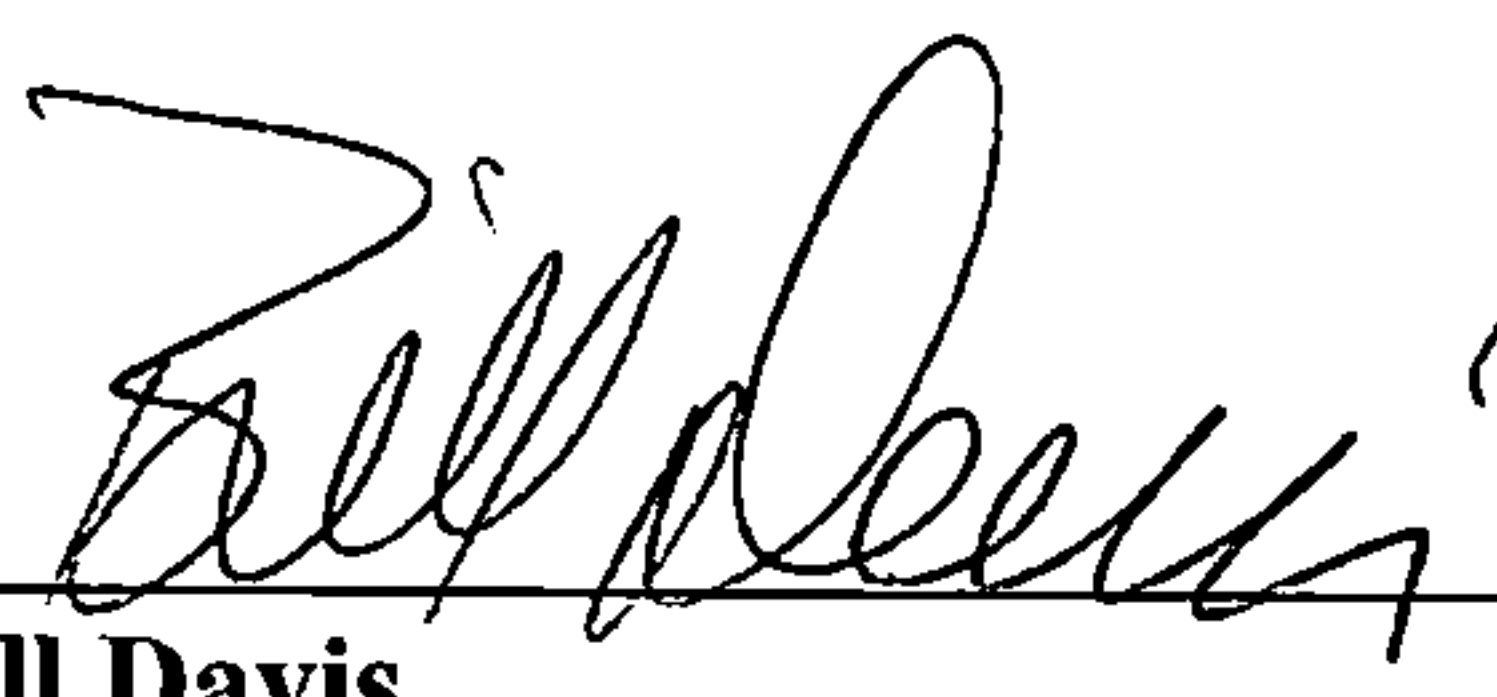
WHEREAS, MORTGAGEE has conveyed or is about to convey the said promissory note referenced herein and being secured by the above referenced Mortgage to the ASSIGNEE;

NOW THEREFORE, in consideration of the premises and of the agreement set forth herein, it is hereby agreed as follows:



1. MORTGAGEE does hereby transfer and assign the promissory note made referenced to herein to the ASSIGNEE pursuant to the terms of the Bill of Sale executed simultaneously herewith together with all of the rights under said Mortgage instrument securing such Promissory Note.
2. MORTGAGEE acknowledges payment in full and full satisfaction of the agreed upon consideration as outlined in the Bill of Sale.
3. ASSIGNEE agrees to perform each and all of the obligations provided in said Mortgage to be performed by MORTGAGEE at the time, and in the manner in all respects as therein provided.
4. MORTGAGOR agrees to be bound by each and all of the terms and provisions of said Mortgage as though said Note and Mortgage, had originally been made, executed, and delivered to ASSIGNEE.
5. MORTGAGOR agrees to perform each and all of the obligations provided in said Mortgage at the time, and in the manner in all respects as therein provided.
6. That the real property together with all improvements thereon described in said Mortgage shall remain subject to the lien, charge, or encumbrances of said Mortgage, and nothing herein contained or done pursuant hereto shall effect or be construed to effect the liens, charges, or encumbrances or except as on account of said Note and Mortgage.
7. That in this Agreement, the singular number indicates the plural, and plural number includes the singular.
8. That this Agreement applies to and binds all parties hereto and their respective heirs, devisees, administrators, executors, successors, and assigns.


Scott Gerald Hicks
As Manager
Hicks Insurance Agency, L.L.C.
Mortgagor


Bill Davis
As Manager
Oz Enterprises, L.L.C.
Assignee



Shane DeFoor
Mortgagee



Brittany DeFoor
Mortgagee



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STATE OF ALABAMA)
)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, do certify that *Scott Gerald Hicks*, whose name is signed to the foregoing instrument as *Manager of Hick Insurance Agency, L.L.C.*, 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.

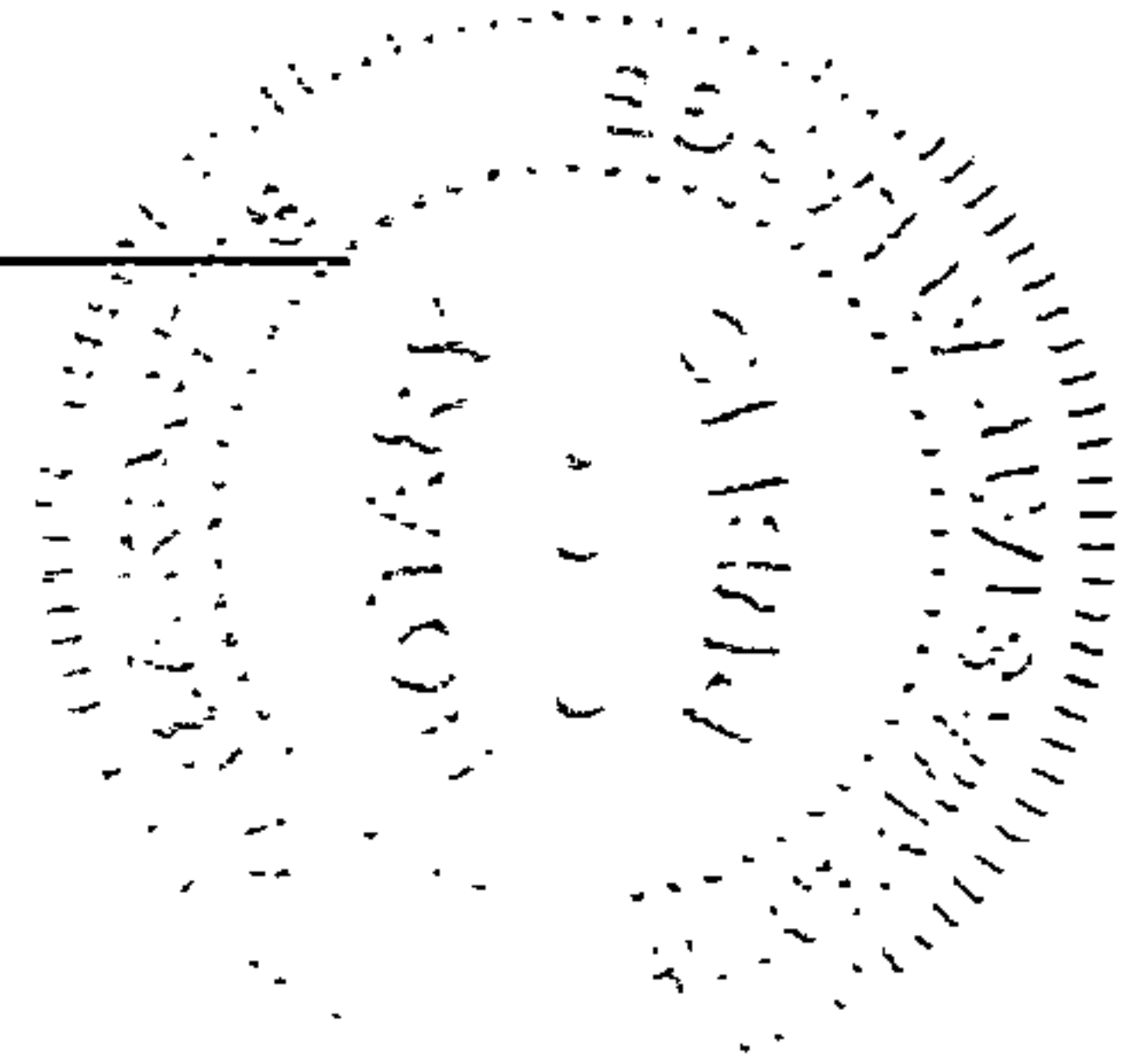
Given under my hand and official seal of office on this the 16th Day of May, 2023.



NOTARY PUBLIC

My Commission Expires:

MY COMMISSION EXPIRES FEBRUARY 3, 2024



STATE OF ALABAMA)
)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, do certify that *Bill Davis*, whose name is signed to the foregoing instrument as *Manager of Oz Enterprises, L.L.C.*, 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.

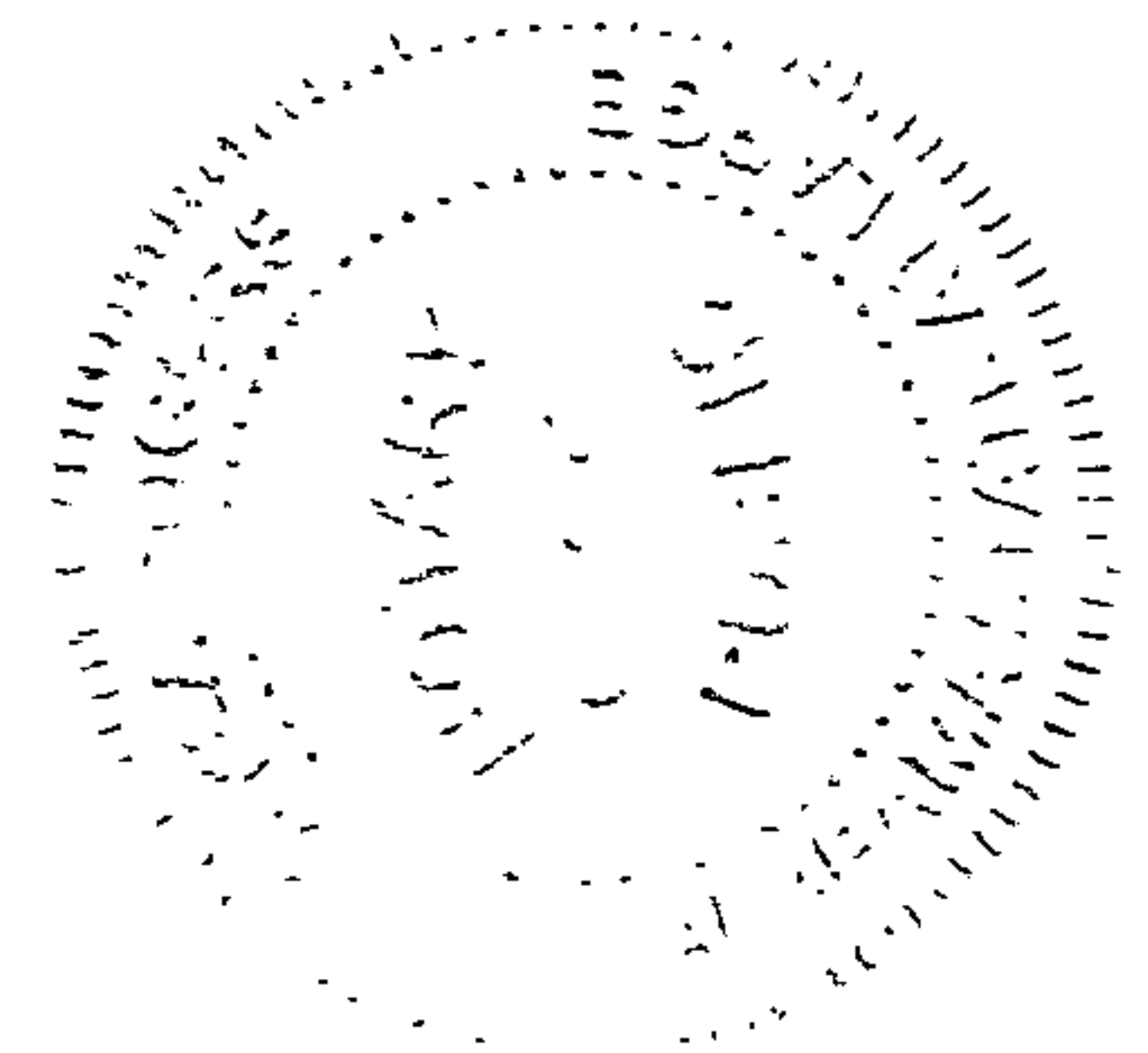
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NOTARY PUBLIC
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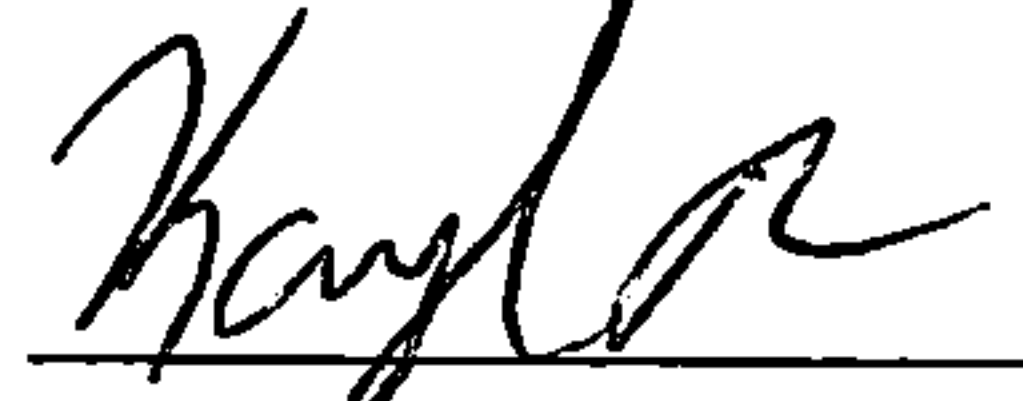
MY COMMISSION EXPIRES FEBRUARY 3, 2024



STATE OF ALABAMA)
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COUNTY OF SHELBY)

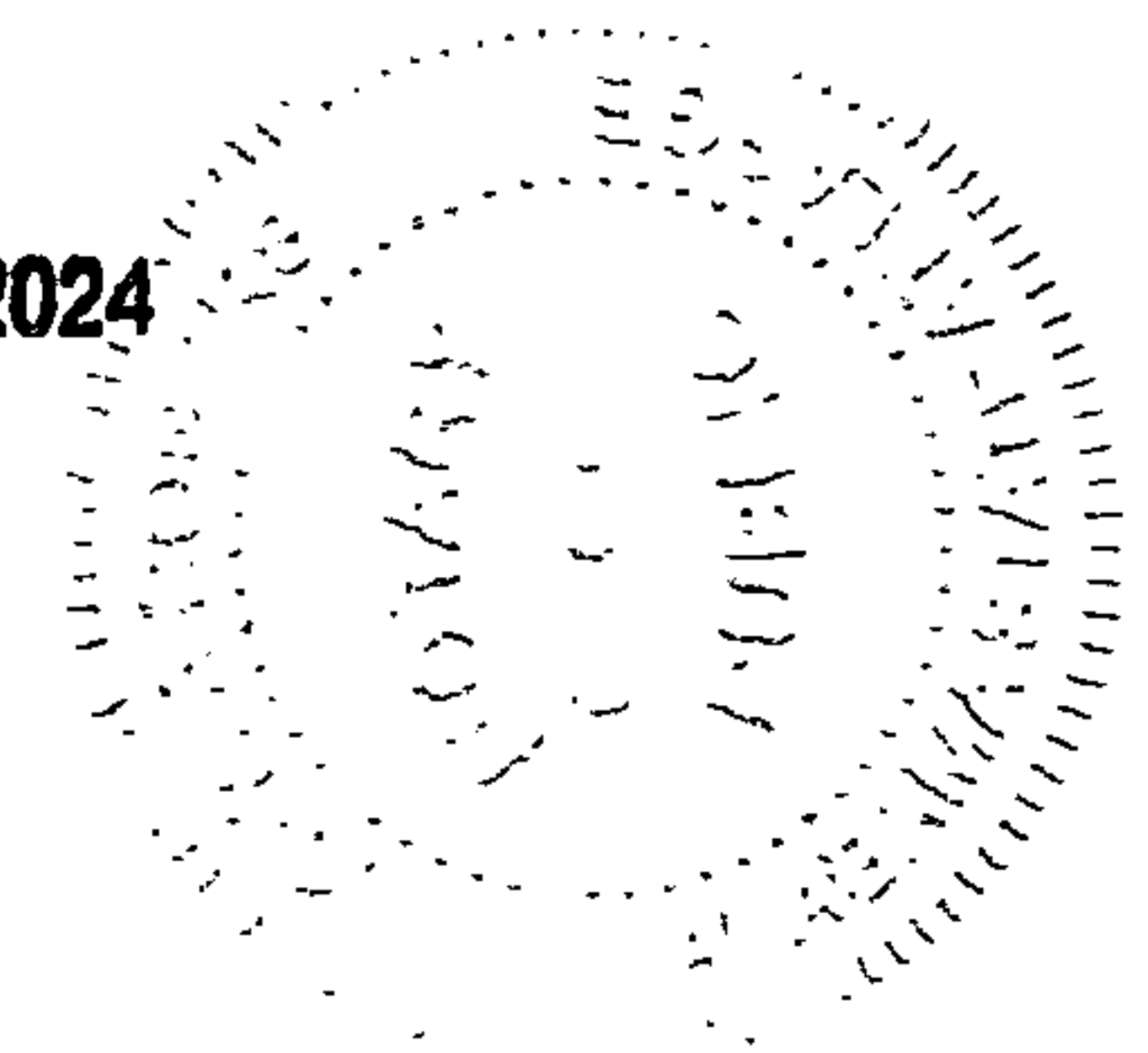
I, the undersigned, a Notary Public in and for said County in said State, do certify that *Shane DeFoor*, whose names is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office on this the 16th Day of May, 2023.



NOTARY PUBLIC
My Commission Expires:

MY COMMISSION EXPIRES FEBRUARY 3, 2024



STATE OF ALABAMA)
)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, do certify that *Brittany DeFoor*, whose names 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, they executed the same voluntarily on the day the same bears date.

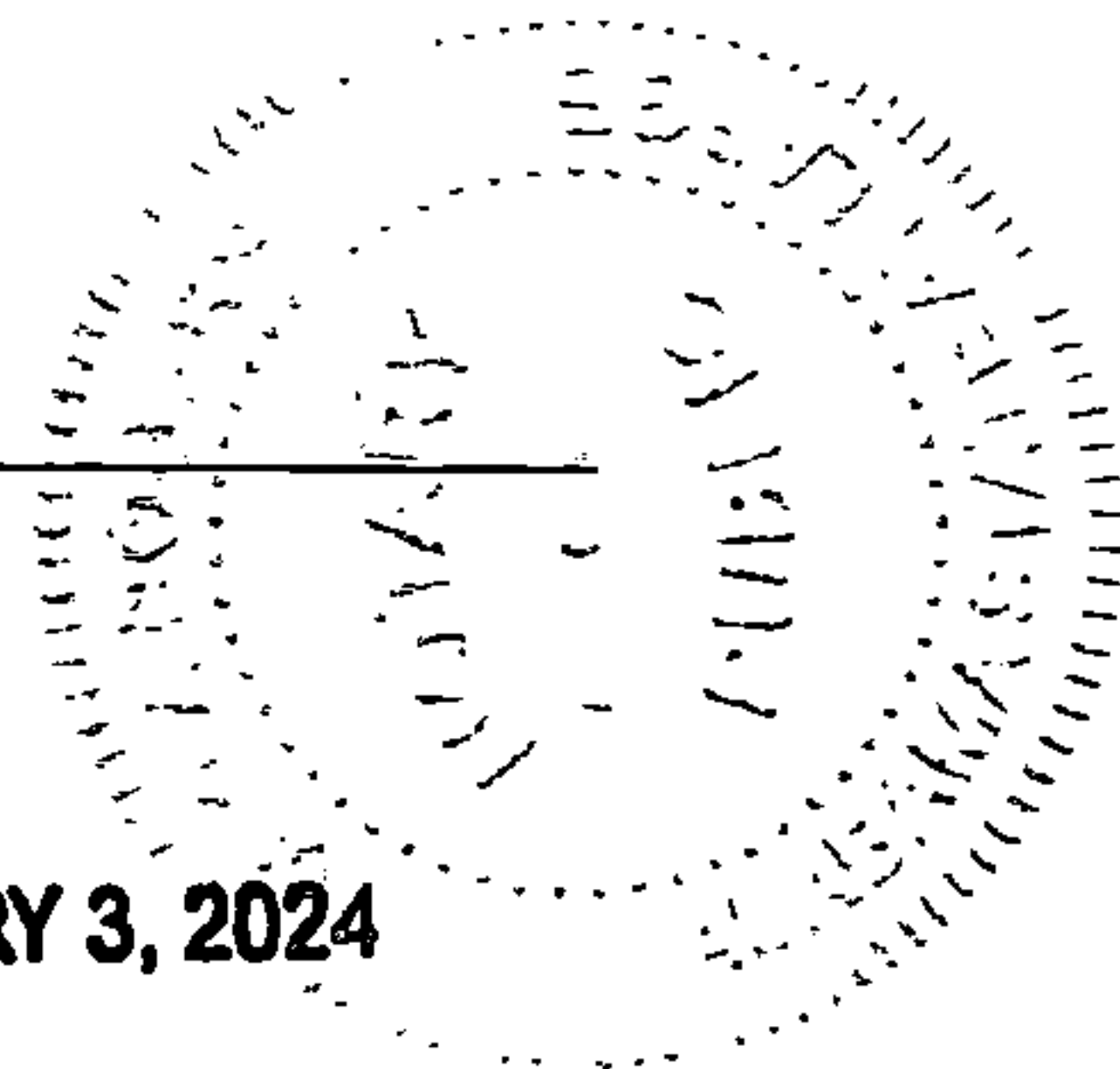
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NOTARY PUBLIC

My Commission Expires:



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ACCEPTANCE BY MORTGAGEE

Shane DeFoor and Brittany DeFoor, do hereby consent and accept and approve the foregoing Mortgage Assignment Agreement.

DATED this 16th Day of May, 2023.

Shane DeFoor

Brittany DeFoor