

Prepared By:
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STATE OF ALABAMA)

SHELBY COUNTY)



20250127000024720 1/3 \$30.00
Shelby Cnty Judge of Probate, AL
01/27/2025 10:14:16 AM FILED/CERT

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS THAT,

WHEREAS, on or about April 23, 2019, **Terry J. Davis and Leslie King** ("Debtor") executed and delivered that certain Mortgage dated April 23, 2019, recorded as Instrument Number 20190425000136640 in the Office of the Judge of Probate of Shelby County, Alabama (the "Mortgage"), in favor of **Bobby E. Collier, Sr.**, as Trustee of the **Bobby E. Collier, Sr., Management Trust dated September 12, 2016**.

WHEREAS, the Mortgage serves as security for that certain Promissory Note dated April 23, 2019, and executed by Debtor in favor of Bobby E. Collier, Sr., as Trustee of the Bobby E. Collier, Sr., Management Trust dated September 12, 2016, (the "Note");

WHEREAS, Bobby E. Collier, Sr., died on May 25, 2021;

WHEREAS, Article I of the Bobby E. Collier, Sr., Management Trust dated September 12, 2016 (the "Trust"), provides that Richard Andrew Davis, Sr., shall be the successor Trustee of the Trust upon the death or incapacity of Bobby E. Collier, Sr.;

WHEREAS, upon the death of Bobby E. Collier, Sr., Richard Andrew Davis, Sr., accepted his role as successor Trustee of the Trust, is currently serving as Trustee of the Trust, and shall hereinafter be referred to, in his capacity as Trustee of the Trust, as the "Assignor"; and

WHEREAS, the Assignor is the present legal and equitable owner and holder of the Note and the Mortgage;



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WHEREAS, Assignor desires to assign all of its right, title and interest in and to the Mortgage to **Richard Andrew Davis, Sr.**, as Trustee of the **Collier Family Trust f/b/o Kelly C. Davis under the Bobby E. Collier, Sr. Management Trust Agreement dated September 12, 2016** ("Assignee");

WHEREAS, by a separate instrument executed simultaneously herewith, Assignor intends to assign the Note together with all right, title, and interest in and to said Note to Assignee;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid to the Assignor by Assignee, the receipt of which is acknowledged by execution of this Assignment, the Assignor grants, bargains, sells, assigns, transfers, and sets over to the Assignee, and to the Assignee's successors, and assigns, all of Assignor's right, title, and interest in, to, and under the Mortgage. Assignor warrants to Assignee there has been no prior assignment or pledge of the aforesaid Mortgage and Assignor has full right and title to make this Assignment.

IN WITNESS WHEREOF, this Assignment has been duly executed on the 10 day of December, 2024 to be effective as of December 28, 2024.

ASSIGNOR:

**Bobby E. Collier, Sr. Management Trust
dated September 12, 2016**

Richard Andrew Davis Sr
Richard Andrew Davis, Sr., Trustee

STATE OF ALABAMA)

COUNTY OF St. Clair)



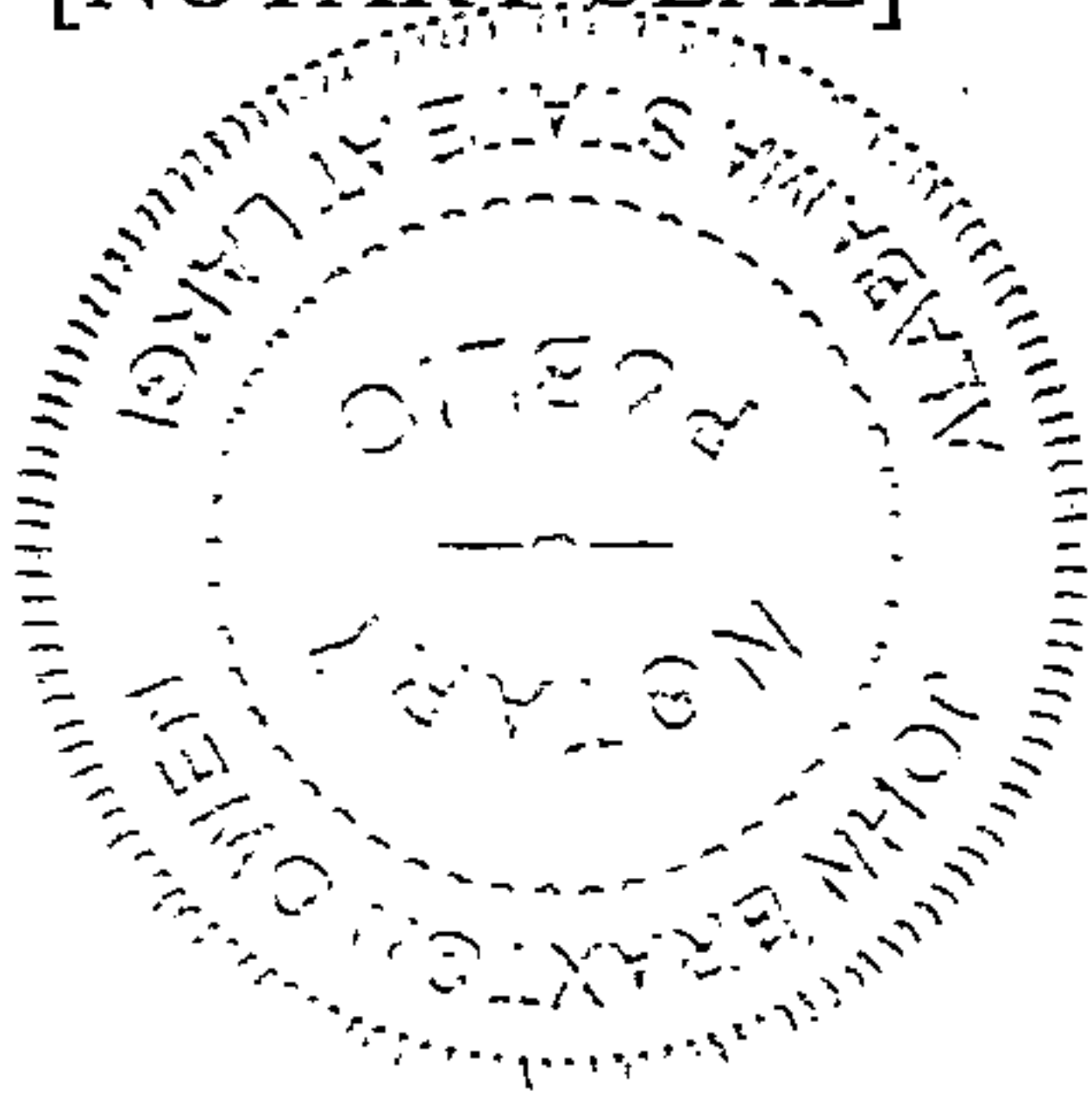
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I, John Braxton Owen, a Notary Public in and for said County in said State, hereby certify that **Richard Andrew Davis, Sr.**, whose is signed to the foregoing instrument as Trustee, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same voluntarily for and as the act of said trust.

Given under my hand and seal, this 10 day of December, 2024.

NOTARY PUBLIC

[NOTARY SEAL]



My Commission Expires: 10-3-2028