

STATE OF ALABAMA

JEFFERSON COUNTY

ALABAMA TRANSFER AND ASSIGNMENT *Pool 4348*

FOR VALUE RECEIVED, the undersigned, PHOENIX FUNDING, a division of Security Mutual Financial Services, Inc., hereby transfers, assigns and conveys to *1782738* all its right, title, interest, powers and options in, to and under that certain Mortgage dated September 11, 1997 from Chris Corbell and Joanna Corbell to Phoenix Funding, a division of Security Mutual Financial Services, Inc. recorded in Real Volume *01-117*, Page *01-117*, on *01-117* in the Probate Office of Shelby County, Alabama, as well as to the land described therein and the indebtedness secured thereby.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 18th day of September, 1998.

*Recorded 12/23/97 Inst # 1997-41634*

PHOENIX FUNDING, a division of Security Mutual Financial Services, Inc.

*[Signature]*  
WITNESS

BY:

*David L. Molde*

ITS:

*Sr. Vice P.*

**\* THE FIRST NATIONAL BANK OF CHICAGO AS TRUSTEE**  
One First National Plaza, Suite 0126, Chicago, Illinois 60670-0126

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CORPORATE NOTARY ACKNOWLEDGEMENT

Personally appeared before me the undersigned authority in and for the above styled jurisdiction, the within named David L. Molde who acknowledged that he/she is Sr. Vice President of PHOENIX FUNDING, a division of Security Mutual Financial Services, Inc., a corporation, and that he/she signed and delivered the foregoing instrument and affixed the corporate seal of said corporation, after being duly authorized so to act.

Given under my hand and official seal of office this 18th day of September, 1998.

*[Signature]*  
Notary Public  
My Commission Expires: *6/20/2002*

THIS INSTRUMENT PREPARED BY: Sherry Jeffries  
PHOENIX FUNDING, a division of Security Mutual Financial Services, Inc.  
2340 Woodcrest Place, Suite 250  
Birmingham, AL. 35209  
(205) 871-3666

*Inst # 1999-34109*

After Recording Return To:  
**PEELLE MANAGEMENT CORPORATION**  
ASSIGNMENT JOB #90603  
P.O. BOX 1710  
CAMPBELL, CA 95009-1710  
1-408-866-6868

**08/13/1999-34109**  
**10:53 AM CERTIFIED**  
**SHELBY COUNTY JUDGE OF PROBATE**  
**002 CRH 11.00**

AFTER RECORDING MAIL TO:

Inst # 1997-41634

LOAN NO. \_\_\_\_\_

12/23/1997-41634

[Space Above This Line For Recording Data]

**MORTGAGE**

Inst # 1999-34109

08/13/1999-34109  
10:53 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
11.00  
002 CRH

THIS MORTGAGE ("Security Instrument") is given on September 11, 1997. Mortgagor is Chris Corbell and Joanna Corbell, husband and wife ("Borrower").

This Security Instrument is given to **Phoenix Funding, a division of: Security Mutual Financial Services, Inc.**, whose address is 2340 Woodcrest Place, Suite 250, Birmingham, Alabama 35209, ("Lender").

Borrower owes Lender the principal sum of \$110,000.00. This debt is evidenced by Borrower's Note date the same date as this Security Instrument ("Note"), which provides for monthly payments, with full debt, if not paid earlier, due and payable on **October 1, 2012**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in **SHELBY County, Alabama**:

**Lot #3, according to the Map of Moore Family Subdivision, as recorded in Map Book 20, Page 135, in the Probate Office of Shelby, County, Al**

**Subject to Easements, Reservations, Restrictions and Rights of Way as shown of record.**

**Proceeds of mortgage have been applied to refinance of the property.**

**Chris Corbell and Christopher Gene Corbell is one and the same person, title to the above property being held in the name Christopher Gene Corbell**

which has the address of **259 Moore Drive, Chelsea, Alabama 35043.**

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to an encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.