

ASSIGNMENT OF MORTGAGE

6012274

Inst # 2000-43773

STATE OF ~~ALABAMA~~ MISSISSIPPI
LEE
COUNTY

FOR VALUE RECEIVED, the undersigned BANCORPSOUTH BANK, organized and existing under the last of the State of MISSISSIPPI, does hereby GRANT, BARGAIN, CONVEY, ASSIGN AND DELIVER unto Alabama Housing Finance Authority, a corporation, its successors and assigns, that certain mortgage executed by MARTINO T. ORTEGA & WIFE MARA V. ORTEGA TO BANCORPSOUTH, in the principal sum of \$ 101,636.00, dated the 6TH day of SEPTEMBER, 2000, and filed for records on the 12 day of September, 2000 in the office of the Judge of Probate of SHELBY County, Alabama, in Mortgage Book No. 2000, on page No. 34321, together with the debt thereby secured and the note therein described and all interest of the undersigned in to the lands and property conveyed by said mortgage.

* mortgage was re-recorded on 9/29/00 in Book 2000 Pg. 34321

TO HAVE AND TO HOLD unto the said Alabama Housing Finance Authority, its successors and assigns, FOREVER.

IN WITNESS WHEREOF, the said BANCORPSOUTH BANK, has caused this instrument to be executed in its name by JOHNNIE NUNN, its ASST. VICE PRESIDENT, and its corporate seal to be hereto affixed and attested by BARRY COX, its VICE PRESIDENT, both of whom are thereunto duly authorized, this the 15TH day of SEPTEMBER, 2000.

(Corporate Seal)

BANCORPSOUTH BANK

Lender's Name

By:

Name, Title

JOHNNIE NUNN

ASST. VICE PRESIDENT

Attested by:

Name, Title

BARRY COX, VICE PRESIDENT

State of MISSISSIPPI
~~ALABAMA~~ County of LEE

I, the undersigned, a notary public in and for said State, hereby certify that JOHNNIE NUNN and BARRY COX, whose names as ASST. VICE PRESIDENT and VICE PRESIDENT, respectively, are signed to the foregoing conveyance, and who are known to me acknowledge before me on this day, that being informed of the contents of the conveyance, they, as such authorized representatives and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 15TH day of SEPTEMBER, 2000.

MISSISSIPPI

Notary Public, ~~Alabama~~ State at Large

(Seal)

Name:

My Commission expires:

9/26/03

This instrument was prepared by PATRICIA A. STOUT as an employee of _____

BANCORPSOUTH BANK

located at 2830 WEST JACKSON, TUPELO, MS 38801

12/18/2000-43773
01:30 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
Revised 3/00 CJ1 14.00

AP# ORTEGA0084003

LN# 2754367

of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Lender and Lender's successors and assigns, with power of sale, the following described property located in **SHELBY** County, Alabama:

Lot 25, Block 6, according to "Arden Subdivision" of the Town of Montevallo, Alabama, as recorded in Map Book 3, Page 64, in the Probate Office of Shelby County, Alabama.

MD

M.Y.O.

which has the address of **220 Parkway Circle, Montevallo**
Alabama 35115

[Zip Code] ("Property Address");

[Street, City],

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 any 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.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the escrow account may not be based on amounts due for the mortgage insurance premium.

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