

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

**KNOW THAT**

National Finance Corporation  
21 Corporate Drive  
Clifton Park, NY 12065

in consideration of

ONE DOLLAR & 00/100

paid by

**GE CAPITAL MORTGAGE SERVICES, INC**

4185 Hallmark Parkway, San Bernardino, CA 92407

assignor,

dollars,

assignee,

hereby assigns unto the assignee,  
Mortgage dated April 24th.,

1998 made by Sherry McCoy

to National Finance Corporation

sum of \$ 158,500.00

(Liber) (Record Liber) (Reel)

No. # 1998-15974 ) in the office of the  
covering premises

and recorded on  
of Section

(of Mortgages), page

of the

Shelby County

in the principal

05/04 / 1998 in

(Control

8014 Castlehill Road, Birmingham, AL 35242

Inst # 2001-39135

09/11/2001-39135  
01:07 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE  
003 MSB 17.00

TOGETHER with the bond(s) or note(s) or obligation(s) described in said mortgage, and the moneys due and to grow due thereon with the interest; TO HAVE AND TO HOLD the same unto the assignee and to the successors, legal representatives and assigns of the assignee forever.

The word "assignor" or "assignee" shall be construed as if it read "assignors" or "assignees" whenever the sense of this instrument so requires.

*This assignment is not subject to the requirements of section two hundred seventy-five of the Real Property Law because it is an assignment within the secondary mortgage market.*

IN WITNESS WHEREOF, the assignor has duly executed this assignment on July 13th., 19 98 .

IN PRESENCE OF:

State of New York, County of Saratoga

ss:

The undersigned, being duly sworn, states: I am the mortgagor a party to this transaction having knowledge of the facts.

The assignee herein is not acting as a nominee of the mortgagor and the mortgage continues to secure a bona fide obligation.

Sworn to before me on July 13, 1998

*Patricia A. Weir*  
Notary Public

PATRICIA A. WEIR  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN SARATOGA COUNTY  
02WEC068047

MY COMMISSION EXPIRES 9-11-98

National Finance Corporation

*Joseph Silipigno*  
Joseph Silipigno  
Executive Vice President

1. Strike out if inapplicable in accordance with RPL Sec. 275.

2. Complete this affidavit if the clause referred to in footnote 1 has been stricken. If completed by the mortgagor, strike a party to this transaction having knowledge of the facts. Otherwise, strike the mortgagor and state the reason the party has knowledge of the facts.

**STATE OF NEW YORK, COUNTY OF**

On the            day of            19            , before me  
personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

**STATE OF NEW YORK, COUNTY OF Saratoga**

On the 13th., day of July 1998, before me personally came Joseph Silipigno to me known, who, being by me duly sworn, did depose and say that he resides at No. 12 Friar Tuck Court Clifton Park, NY 12065; that he is the Executive Vice President of National Finance Corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Patrice Aiken

NOTED  
QUALIFIED  
COMMISSIONER

## Assignment of Mortgage

## WITHOUT COVENANT

**TITLE NO.**

TO

**STATE OF NEW YORK, COUNTY OF**

On the            day of            19            , before me  
personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

**STATE OF NEW YORK, COUNTY OF**

On the            day of            19       , before me  
personally came  
the subscribing witness to the foregoing instrument, with  
whom I am personally acquainted, who, being by me duly  
sworn, did depose and say that     he resides at No.  
  
;            ;  
that     he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

SECTION  
BLOCK  
LOT  
COUNTY OR TOWN

Prepared By: National Finance Corporation  
21 Corporate Drive, Clifton Park, NY 12065

**RETURN BY MAIL TO:**

Wells Fargo Home Mortgage  
4185 Hallmark Parkway  
San Bernardino, CA 92407  
Attn: Doc Recovery

**RESERVE THIS SPACE FOR USE OF RECORDING OFFICE**

Prepared By William H. Peirson, Peirson & Patterson  
4400 Alpha Road, Dallas, Texas 75244

WHEN RECORDED MAIL TO:  
First Capital Mortgage Corporation  
11 Chase Corporate Center 800 • Post Office  
Birmingham, AL 35244

Loan No.: 005-132554

**MORTGAGE**

THIS MORTGAGE is made this 24th day of April, 1998  
SHERY MOOY and TIMOTHY L. MOOY, wife and husband

and the Mortgagee, First Capital Mortgage Corporation  
organized and existing under the laws of the State of Alabama  
11 Chase Corporate Center, Suite 80, Birmingham, AL 35244

between the Grantor,  
(herein "Borrower"),  
a corporation  
whose address is  
(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S.\$ 158,500.00, which indebtedness is evidenced by Borrower's note dated April 24, 1998, and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 2013

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby grant and convey to Lender and Lender's successors and assigns with power of sale, the following described property located in the County of Shelby

State of Alabama:  
LOT 3, ACCORDING TO THE SURVEY OF GRIFFIN, 7TH SECTOR, AS RECORDED IN MAP BOOK 18, PAGE 119, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

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SHELBY COUNTY JUDGE OF PROBATE  
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which has the address of

8014 CASTLEHILL ROAD  
(Address)

Birmingham  
(City)

Alabama 35242  
(ZIP Code)

(herein "Property Address")

TO HAVE AND TO HOLD such 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, rights, appurtenances and accretions, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the tenfold value if this Mortgage is on a leasehold) are hereinafter referred to as the "Property".  
Borrower covenants that Borrower is lawfully seized of the entire 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may arise prior to this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower make such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the details or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits in the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

INITIALS SW INITIALS MM INITIALS \_\_\_\_\_ INITIALS \_\_\_\_\_

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ALABAMA SECOND MORTGAGE - 1/98  
UNIFORM INSTRUMENT

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