

RECORD AND RETURN TO:

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RECORD SECTION

Inst # 2002-12948  
03/19/2002-12948  
11:09 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
010 CH 38.00

THIS INSTRUMENT PREPARED BY:

SHARONDA SAILS

\_\_\_\_\_  
\_\_\_\_\_

For Filing in SHELBY County,  
Alabama

ASSIGNMENT OF  
MORTGAGE, LIEN AND OTHER COLLATERAL

**THIS ASSIGNMENT OF MORTGAGE, LIEN AND OTHER COLLATERAL** (this "Assignment") is made effective as of MARCH 6, 2002 by **WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION** (formerly known as *Norwest Banking Minnesota, National Association*), a national banking corporation, in its capacity as Trustee of the Compass Residential Mortgage Trust Series 2000-2 (the "Trust") for the benefit of the holders of Mortgage Pass-Through Certificates in such Trust (the "Trustee") to and for the benefit of the Servicer (as defined in Background paragraph 2 below).

**BACKGROUND**

1. **COMPASS BANK**, an Alabama banking corporation ("Compass"; Compass Bank being formerly known as *Central Bank of the South*), (a) pursuant to the terms and conditions of that certain Contribution Agreement (the "Contribution Agreement") dated as of January 27, 2000 between COMPASS LOAN HOLDINGS, INC., an Alabama corporation ("Compass Loan Holdings") and Compass, (b) pursuant to the terms and conditions of that certain Contribution Agreement dated as of February 1, 1999 between Compass Loan Holdings and Compass, for itself and as successor by merger or consolidation with the entities listed in Background paragraph 5 below and (c) pursuant to certain other agreements and corporate action, conveyed to Compass Loan Holdings all of Compass' right, title and interest in that certain mortgage promissory note and all related collateral and security therefor and documentation thereof including the mortgage described on Exhibit A hereto (collectively said

note and mortgage assigned thereby shall be referred to herein as the "Mortgage"), which Mortgage encumbers real property located in Shelby County in the State of Alabama.

2. In turn, Compass Loan Holdings conveyed all of its right, title and interest in the Mortgage to **COMPASS MORTGAGE FINANCING, INC.**, a Delaware corporation ("Compass Mortgage Financing"), pursuant to the terms and conditions of that certain Residential Mortgage Loan Purchase Agreement (the "Purchase Agreement") dated as of December 1, 2000, between Compass Loan Holdings, as seller, and Compass Mortgage Financing, as purchaser.

3. Compass Mortgage Financing conveyed all of its right, title and interest in the Mortgage to the Trustee, pursuant to the terms and conditions of that certain Pooling and Servicing Agreement by and among Compass Mortgage Financing, Compass Loan Holdings, Compass Texas Mortgage Financing, Inc., Compass Texas Loan Holdings, Inc., Compass, as servicer (the "Servicer") and Wells Fargo Bank Minnesota, National Association (formerly known as Norwest Bank Minnesota, National Association), in its capacity as document custodian and as Trustee, dated as of December 18, 2000 (the "Pooling and Servicing Agreement").

4. The Trustee has agreed, pursuant to Section 3.8(d) of the Pooling and Servicing Agreement, to convey all of its right, title and interest in the Mortgage to the Servicer, *for the purposes of collection only, including but not limited to acceleration of maturity, foreclosure, and all other actions which are necessary, appropriate or convenient for the purpose of enforcing the obligation evidenced by the Mortgage.*

5. Compass is the prior owner and holder (prior to Compass Loan Holdings) of the Mortgage, although the named mortgagee in the Mortgage subject hereto may be in a name formerly used by Compass or may be a predecessor entity to either Compass or to entities which have been merged into or consolidated with Compass. Accordingly, for the purpose of identifying Compass as the Assignor herein of the Mortgage, the following information is given:

a) Compass was formerly known as Central Bank of the South (by name change effectuated by approval of the State of Alabama State Banking Department filed with the Alabama Secretary of State on November 8, 1993).

b) Compass is successor by merger with, direct or indirect acquisition of or consolidation with the following institutions:

Central Bank of the South  
Jacksonville State Bank  
Central Bank  
Central Bank, N.A.  
Central Bank of Shelby County  
Central Bank of Dothan, N.A.  
Central Bank of Walker County  
Central Bank of Oxford  
Central Bank of Oxford, N.A.  
First National Bank of Baldwin County

First City National Bank of Oxford  
Central Bank of Mobile  
Central Bank of Mobile, N.A.  
Central Bank of Eufaula  
Central Bank of Auburn, N.A.  
Central Bank of Montgomery  
Central Bank of St. Clair County  
Central Bank of Birmingham  
Central Bank of Uniontown  
Central Bank of Tuscaloosa, N.A.  
Central Bank of Alabama, N.A.  
First Federal Savings Bank of Northwest Florida  
Community First Bank  
Gainesville State Bank  
Compass Bank (Jacksonville, Florida)  
Compass Bank, National Association (Pensacola, Florida)  
Compass Bank (Ft. Walton Beach, Florida)  
Liberty Bank of Ft. Walton Beach  
Enterprise National Bank  
Interstate Bank North  
City National Bank of Carrollton  
First Western National Bank  
Cornerstone Bank, N. A.  
Spring National Bank  
Security Bank, N.A.  
Bank of San Antonio  
Security Bank  
Equitable Bank  
Post Oak Bank  
Peoples National Bank  
The Royall National Bank  
Texas American Bank  
ProBank  
Horizon Bank & Trust, S.S.B.  
Commerce National Bank  
The Texas National Bank of Waco  
West University Bank, N.A.  
Fidelity Bank, N.A.  
Hill Country Bank  
Compass Bank (Houston, Texas)  
Compass Bank-Houston  
Compass Bank-Dallas  
Compass Bank-San Antonio  
Compass Bank-Central Texas  
Arizona Bank  
Hartland Bank, National Association

Western Bank  
MegaBank  
Founders Bank of Arizona

6. The recording data for the Assignments referenced in Paragraphs 1-3 above is described in Exhibit B attached hereto and made a part hereof.

### AGREEMENT

The Trustee, in consideration of the agreements set forth in the Pooling and Servicing Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has sold, assigned, transferred, set over and otherwise conveyed to the Servicer, *for the purposes of collection only, including but not limited to acceleration of maturity, foreclosure, and all other actions which are necessary, appropriate or convenient for the purpose of enforcing the obligation evidenced by the Mortgage*, and by these presents hereby sells, assigns, transfers, sets over and otherwise conveys to the Servicer, *for the purposes of collection only, including but not limited to acceleration of maturity, foreclosure, and all other actions which are necessary, appropriate or convenient for the purpose of enforcing the obligation evidenced by the Mortgage*, without recourse, representation or warranty, all of the Trustee's right, title, and interest in, to and under the Mortgage, and all proceeds thereto, TO HAVE AND TO HOLD the same unto the Servicer, *for the purposes of collection only, including but not limited to acceleration of maturity, foreclosure, and all other actions which are necessary, appropriate or convenient for the purpose of enforcing the obligation evidenced by the Mortgage*, its successors and assigns forever.

[SIGNATURES BEGIN ON NEXT PAGE]

[SIGNATURE PAGE TO ASSIGNMENT OF MORTGAGE, LIEN AND OTHER COLLATERAL]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer or representative as of the day and year first set forth above.

**WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION**, in its capacity as Trustee of the Compass Residential Mortgage Trust Series 2000-2 for the benefit of the holders of Mortgage Pass-Through Certificates in such Trust

By: COMPASS BANK, in its capacity as Attorney-in-Fact for Wells Fargo Bank Minnesota, National Association, pursuant to that certain Limited Power of Attorney dated 3/7, 2002

By: Daniel C. Mattison  
Name: DANIEL MATTISON  
Title: VICE PRESIDENT

STATE OF Alabama

Jefferson COUNTY

I, Cynthia Ann Harris, a Notary Public in and for said County in said State, hereby certify that Daniel Mattison whose name as Vice President, of Compass Bank in its capacity as Attorney-in-Fact for Wells Fargo Bank Minnesota, National Association, a national banking association (acting in its capacity as Trustee of the Compass Residential Mortgage Trust Series 2000-2 for the benefit of the holders of Mortgage Pass-Through Certificates in such Trust), 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 this instrument, he, as such officer of Compass Bank and with full authority, executed the same voluntarily for and as the act of Compass Bank in its capacity as Attorney-in-Fact for Wells Fargo Bank Minnesota, National Association, as aforesaid.

Given under my hand and seal this the 6<sup>th</sup> day of March, 2002.

[NOTARIAL SEAL]

Notary Public Cynthia Ann Harris  
My commission expires: 10-6-04

## **EXHIBIT A**

Mortgage from Sammy T. Byrd an unmarried man to Compass Bank dated August 29, 1996 and recorded in Inst.#1996,Page 29374 on September 6, 1996.in the Office of the Judge of Probate of Shelby County, Alabama.

**EXHIBIT B**

Assignment from Compass Bank to Wells dated December 18, 2000 and recorded in 2002, Page 12947 in the Office of the Judge of Probate of Shelby County, Alabama.

## LIMITED POWER OF ATTORNEY

Wells Fargo Bank Minnesota, National Association, (the "Principal"), in its capacity as trustee under the following agreements:

1. Pooling and Servicing Agreement, dated as of September 28, 1998, by and among Compass Mortgage Financing, Inc., as depositor, Compass Loan Holdings Inc., as seller, Compass Bank, as servicer, and Wells Fargo Bank Minnesota, National Association (*formerly known as Norwest Bank Minnesota, National Association*), as trustee and as document custodian,
2. Pooling and Servicing Agreement, dated as of February 25, 1999, by and among Compass Mortgage Financing, Inc., as depositor, Compass Loan Holdings Inc., as seller, Compass Bank, as servicer, and Wells Fargo Bank Minnesota, National Association (*formerly known as Norwest Bank Minnesota, National Association*), as trustee and as document custodian,
3. Pooling and Servicing Agreement, dated as of March 13, 2000, by and among Compass Mortgage Financing, Inc., as depositor, Compass Loan Holdings Inc., as seller, Compass Bank, as servicer, and Wells Fargo Bank Minnesota, National Association (*formerly known as Norwest Bank Minnesota, National Association*), as trustee and as document custodian, and
4. Pooling and Servicing Agreement, dated as of December 18, 2000, by and among Compass Mortgage Financing, Inc., as depositor, Compass Texas Mortgage Financing, Inc., as depositor, Compass Loan Holdings Inc., as seller, Compass Texas Loan Holdings, Inc., as seller, Compass Bank, as servicer, and Wells Fargo Bank Minnesota, National Association, as trustee and as document custodian;

hereby constitutes and appoints:

Compass Bank

its true and lawful attorney-in-fact (the "Attorney-in-Fact"), acting by and through its officers and employees, with full authority and power to execute and deliver on behalf of Principal any and all of the following instruments to the extent consistent with the terms and conditions of the above referenced Pooling and Servicing Agreements:

- (i) All documents with respect to residential mortgage loans serviced for Principal by said attorney-in-fact which are customarily and reasonably necessary and appropriate to the satisfaction, cancellation, or partial or full release of mortgages, deeds of trust or deeds to secure debt upon payment and discharge of all sums secured thereby;

(ii) Instruments appointing one or more substitute trustees to act in place of the trustees named in any deeds of trust;

(iii) Affidavits of debt, notice of default, declaration of default, notices of foreclosure, and all such contracts, agreements, deeds, instruments as are appropriate to effect any foreclosure sale, transfer or disposition of real property.

(iv) All other comparable instruments.

This Limited Power of Attorney amends and restates in its entirety the Limited Power of Attorney, dated March 20, 2000, executed by Wells Fargo Bank Minnesota, National Association in favor of Compass Bank.

This Limited Power of Attorney is effective as of the date below and shall remain in full force and effect until revoked in writing by the undersigned or termination of the Agreement, whichever is earlier.

Dated: December 10, 2001

Wells Fargo Bank Minnesota, National Association  
as Trustee under the Agreements

*Bert Hill*

By: Bert Hill

Its: Assistant Vice President

Attest:

*Nancy E Burgess*

By: Nancy Burgess

Its: Assistant Secretary

Unofficial Witnesses:

*Mark Taylor*

Mark Taylor

*Alex Novitski*

Alex Novitski

STATE OF MARYLAND  
COUNTY OF FREDERICK

ss:

On the 10th day of December, 2001 before me, a Notary Public in and for said State, personally appeared Bert Hill, known to me to be an Assistant Vice President of Wells Fargo Bank Minnesota, National Association (*formerly known as Norwest Bank Minnesota, National Association*), and also known to me to be the person who executed this Power of Attorney on behalf of said bank, and acknowledged to me that such bank executed this Power of Attorney.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my office seal the day and year written above,

*Kathy McDonald*

Notary Public

My commission expires

KATHY McDONALD  
NOTARY PUBLIC  
FREDERICK COUNTY  
MARYLAND  
MY COMMISSION EXPIRES MARCH 1, 2005

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