After Recording Return To: Richardson Consulting Group, Inc. 505-A San Marin Drive #110 Novato, CA 94945

HUD Control Number: 201616 Loan Number: 2423820

ASSIGNMENT OF MORTGAGE ALABAMA

1nst = 1 08/16/1996-26676 12:04 PM CERTIFIED 12:04 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBRIE

This ASSIGNMENT OF MORTGAGE is made and entered into as of this 1st day of May, 1996 from U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD"), whose address is 451 SEVENTH ST., SW, WASHINGTON, DC 20410 ("Assignor") to BERKELEY FEDERAL BANK & TRUST FSB, whose address is THE FORUM, SUITE 105, 1665 PALM BEACH LAKES BLVD., WEST PALM BEACH, FLORIDA 33401 ("Assignee").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does by these presents hereby grant, bargain, sell, transfer and set over unto the Assignee, its successors, transferees and assigns forever, all of the right, title and interest of said Assignor in and to the following instrument describing land therein, duly recorded in the Probate Office of SHELBY County, State of ALABAMA, as follows;

Mortgagor: VALENCIA B. WRIGHT

Mortgagee: STATESMAN MORTGAGE COMPANY, A GEORGIA CORPORATION

Document Date: 2/14/90 Date Recorded: 2/16/90

Book/Volume/Docket/Liber: 279

Page/Folio: 127

Property Address: 1030 ISLAND ST, MONTEVALLO, AL

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Together with any and all notes and obligations therein described or referred to, the debt respectively secured thereby and all sums of money due and to become due thereon, with interest thereon, and attorney's fees and all other charges.

Any changes in the payment obligations under the Note by virtue of any forbearance or assistance agreement, payment plan or modification agreement agreed to by U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD"), whether or not in writing, is binding upon the Assignee/Payee, its successors and assigns. The Note and the Mortgage/Deed of Trust securing the Note may only be transferred and assigned to a person or entity that is either an FHA-Approved Servicer/Mortgagee/Beneficiary or who has entered into a contract for the servicing of the Note with an FHA-Approved Servicer. The Note and the Mortgage/Deed of Trust securing the Note shall be serviced in accordance with the servicing requirements set forth by HUD. These sales and servicing provisions shall continue to apply unless the Mortgage/Deed of Trust is modified, for consideration, with the consent of the Mortgagor/Trustor, refinanced, or satisfied of record. This assignment/endorsement is made and executed with all FHA insurance terminated.

This Assignment is made without recourse.

Dated: May 1, 1996.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD")

BY:

NAME: Donald St. John

TITLE: Attorney - In - Fact

Witnesses:

Ed Stone

Kym Cope

Notary Public

ELIZABETH J HORAN

Expires May. 22, 2000

My Commission CC556560

STATE OF FLORIDA

)SS.

COUNTY OF PALM BEACH

Subscribed and sworn to me this 1st day of May, 1996, by Donald St. John as Attorney -In - Fact of U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD"). He is

personally known to me.

NOTARY STAMP OR SEAL

PREPARED BY: BERKELEY FEDERAL B&T 1665 PALM BEACH LAKES BLVD. W. PALM BEACH, FL 33401

MASON STAFFORD

EXHIBIT "A"

(Space Above This Line For Recording Data)

FHA Case No.

State of Alabama

MORTGAGE

3228768-748

County of Shelby

THIS MORTGAGE ("Security Instrument") is given on

February 14

, 19 ⁹⁰

200

96

SHELBY COUNTY

40

600

The Mortgagor is Valencia B. Wright, an unmarried woman

245 Island Street, Montevallo, Alabama 35115 , ("Borrower"). This Security Instrument is given to whose address is

Statesman Mortgage Company, a Georgia Corporation

, and whose

Georgia which is organized and existing under the laws of P. O. Box 9128, Des Moines, Iowa 50306 address is

("Lender"). Borrower owes Lender the principal sum of

Thirty-Two Thousand, Three Hundred Thirty-Three and 00/100 -----

32,333.00 /). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 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 the power of sale, the following described property located in Shelby

Begin at the intersection of the Northeast boundary of Block Street with the Southeast boundary of Island Street as shown on map of Walnut Grove Subdivision as recorded in Map Book 4, Page 93, in the Shelby County Probate Office; thence Northeasterly along said Southeast boundary 65.00 feet to the point of beginning; thence continue along same course 93.99 feet; thence right 93 degrees 45 minutes along the right-of-way of School Street in a Southeasterly direction 125.27 feet; thence right 86 degrees 15 minutes in a Southwesterly direction 89.00 feet; thence right 91 degrees 28 minutes in a Northwesterly

THIS IS A PURCHASE MONEY FIRST MORTGAGE.

direction 125.04 feet to the point of beginning.

[Street, City],

which has the address of 35115 Alabama

245 Island Street, Montevallo [ZIP Code], ("Property Address");

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, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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.

- 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 Payments 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, an installment of any (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 by paragraph 4.

FHA Alabama Mortgage - 6/89

Page 1 of 4

VMP MORTGAGE FORMS • (313)293-8100 • (800)521 7291

279 \$00K