

Prepared By: Christopher J. Feeny  
Ocwen Federal Bank FSB  
1665 Palm Beach Lakes Blvd., Ste. 105  
West Palm Beach FL 33401  
Telephone: (561) 681-8717

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

HUD Control Number: 404310    Loan Number: 2772762  
[OCWEN]

Inst # 1997-22833

07/21/1997-22833  
01:47 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
13.50  
003 MCD

### **ASSIGNMENT OF MORTGAGE ALABAMA**

This **ASSIGNMENT OF MORTGAGE** is made and entered into as of this 7th day of March, 1997 from the **SECRETARY OF HOUSING AND URBAN DEVELOPMENT ("HUD")**, whose address is 451 SEVENTH ST., SW, WASHINGTON, DC 20410 ("Assignor") to **OCWEN FEDERAL BANK 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: JUAN E. LILLY and EVA YVONNE LILLY  
Mortgagee: COLLATERAL MORTGAGE, LTD.  
Document Date: 5/3/90  
Date Recorded: 5/7/90  
Book/Volume/Docket/Liber: 290  
Page/Folio: 116  
Property Address: 210 MEADOWGREEN DRIVE, 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: March 7, 1997

**SECRETARY OF HOUSING AND URBAN DEVELOPMENT ("HUD")**

BY: Valerie Hastings

NAME: Valerie Hastings

TITLE: Attorney - In - Fact

Witnesses:

(1)

Christopher Kennedy

(2)

Julie Fisher

STATE OF FLORIDA )

)SS.

COUNTY OF PALM BEACH )

Subscribed and sworn to me this 7th day of March, 1997, by Valerie Hastings, Attorney - In - Fact for the **SECRETARY OF HOUSING AND URBAN DEVELOPMENT ("HUD")**. She is personally known to me.

Trina M. Kurtz  
Notary Public

NOTARY STAMP OR SEAL



TRINA M. KURTZ  
My Comm Exp. 12/22/2000  
Bonded By Service Ins  
No. CC609643  
[X] Personally Known [ ] Other I.D.

000000  
000 000 000 000 000 000

# EXHIBIT "A"

[Space Above This Line For Recording Data]

FHA Case No.

011-324440-7-703

State of Alabama

## MORTGAGE

Shelby County

THIS MORTGAGE ("Security Instrument") is given on May 3, 1990  
The Mortgagor is

Juan E. Lilly and wife, Eva Yvonne Lilly

whose address is 210 Meadowgreen Drive, Montevallo, Alabama 35115  
("Borrower"). This Security Instrument is given to

Collateral Mortgage, Ltd., an Alabama Limited Partnership, and whose  
which is organized and existing under the laws of the State of Alabama  
address is 1900 Crestwood Boulevard, Irondale, Alabama 35210  
("Lender"). Borrower owes Lender the principal sum of

Fifty-Four Thousand Nine Hundred Ten and no/100

Dollars (U.S. \$ 54,910.00). 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 June 1, 2020.

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 County, Alabama:

Lot 15, Block 1, according to the survey of Meadowgreen Subdivision, as recorded in Map Book 6 page 59 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to all easements and restrictions of record.

Subject to mineral and mining rights if not owned by Grantor.

The proceeds of this loan have been applied on the purchase price of the property described herein, conveyed to mortgagor simultaneously herewith.

This mortgage includes fan/hood, carpet, attached or used in connection with the premises herein described.

which has the address of  
Alabama 35115

210 Meadowgreen Drive, Montevallo  
[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, 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 seised 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.

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BOOK 290 PAGE 116