Recording requested by and When recorded, return to: RCG, Inc. 505 San Marin Dr. #110A Novato, CA 94945 Loan No: 170693 CONTR VC AL Shelby

ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned Credit Suisse First Boston Mortgage Capital LLC successor by merger to CS FIRST BOSTON MORTGAGE CAPITAL CORP., (Beneficiary/Mortgagee), in the MORTGAGE referenced on Exhibit 1, attached hereto, (herein called "Assignor") with the address of 11 Madison Avenue, New York, New York, 10010 hereby grants, assigns and transfers to SALOMON BROTHERS REALTY CORP., A NEW YORK CORPORATION (herein called "Assignee") with the address of 7 World Trade Center, New York, New York, 10048, without representation, warranty or recourse, all of the Assignor's right, title and interest in and to the said MORTGAGE referenced on said Exhibit 1, together with the note or notes described or referred to in that MORTGAGE, the money due and to become due thereon with interest, and all liens, security interests and rights accrued or to accrue under the said MORTGAGE recorded in the real property records of the jurisdiction in which the real property secured by such MORTGAGE is located, including, without limitation, those documents described in Exhibit 1 hereto.

THE NOTE OR BOND SECURED BY THIS MORTGAGE HAS BEEN ENDORSED WITHOUT RECOURSE AND WITHOUT FHA MORTGAGE INSURANCE BY THE ASSIGNOR TO THE ASSIGNEE OF EVEN DATE HEREWITH.

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 HUD, WHETHER OR NOT IN WRITING, WILL BE BINDING UPON ASSIGNEE, ITS SUCCESSORS AND ASSIGNS. THIS PARAGRAPH SHALL BE INCLUDED IN ALL FUTURE ENDORSEMENTS OR ASSIGNMENTS OF THE MORTGAGE.

THE MORTGAGE MAY ONLY BE TRANSFERRED AND ASSIGNED TO A PERSON OR ENTITY THAT IS EITHER AN FHA-APPROVED SERVICING MORTGAGEE OR THAT HAS BEEN ENTERED INTO A CONTRACT FOR THE SERVICING OF THE MORTGAGE WITH AN FHA-APPROVED SERVICING MORTGAGEE. THE MORTGAGE SHALL BE SERVICED IN ACCORDANCE WITH THE ABRIDGED VERSIONS OF CHAPTERS 5,6,7 AND 9, AND APPROPRIATE APPENDICES OF HUD HANDBOOK 433.2 REV-1, "MORTGAGE ASSIGNMENT AND PROCESSING SECRETARY-HELD SERVICING." THIS SALES AND SERVICING PROVISION SHALL CONTINUE TO APPLY UNLESS THE MORTGAGE IS MODIFIED, FOR CONSIDERATION, WITH THE CONSENT OF THE MORTGAGOR, REFINANCED, OR SATISFIED OF RECORD. THIS PARAGRAPH SHALL BE

10/14/1997-33247
09:00 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
13.50

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INCLUDED IN ALL FUTURE ENDORSEMENTS OR ASSIGNMENTS OF THE (MORTGAGE/DEED OF TRUST/DEED TO SECURE DEBT).

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered, effective the 20th day of June, 1997.

Credit Suisse First Boston Mortgage Capital LLC Successor by merger to CS First Boston Mortgage Capital Corp.

John McPhee, as Attorney-in-Fact pursuant to a Power of Attorney dated June 20, 1997 and being recorded simultaneously herewith

**Dennis Horat** 

## STATE OF OREGON COUNTY OF MULTNOMAH

On June 20, 1997, before me, the undersigned, Notary Public, personally appeared John McPhee, personally known to me (or proven on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument who acknowledged that he is the authorized Attorney-in-Fact pursuant to a Power of Attorney dated June 20, 1997 from Credit Suisse First Boston Mortgage Capital LLC successor by merger to CS First Boston Capital Corp. and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument, the person or entity on behalf of which the person acted, executed the instrument.

Witness my hand and official seal this 20th day of June, 1997.

GAIL C. ENGLERT-JONES
NOTARY PUBLIC - OREGON
COMMISSION NO.048693
MY COMMISSION EXPIRES NOV. 06, 1998

Notary Public for the State of Oregon

Prepared by: Jeanne McGinnis Wilshire Credit Corporation 1776 SW Madison Street, Portland, OR 97205

\* 8/14/97

## **EXHIBIT 1**

AL Shelby

That certain MORTGAGE was recorded on 03/12/1971 in

Book: 316 Page: 412

If applicable, Instrument/DocNo.:

If applicable, Township:
If applicable, Parcel/Tax ID#:
If NY, Section/Block/Lot #:

Property address: 25 VALLEY DALE CT BIRMINGHAM

In the event the property securing the Mortgage is in New York, this Assignment is not subject to the requirements of Section 275 of the Real Property Law because it is an assignment within the secondary mortgage market. The Assignee is not acting a nominee of the mortgagor and the Mortgage continues to secure a bona fide obligation.

In the event this property is in Tennessee, the principal indebtedness is zero for tax purposes.

In the event the property is in New Jersey or Pennsylvania, this document is subject to the right of equity of redemption, if any there be of said mortgagor and their heirs and assigns in the same

In the event the property is in Florida or Pennsylvania, the precise residence of the within named Assignee is 7 World Trade Center, New York, New York, 10048.

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