

Inst # 1998-05985

02/23/1998-05985  
01:45 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 REC 11.00

**Recorders Use Only**

Pool #:  
NBMC#: 1067057164

County, State: SHELBY, AL  
Inv. # 681485809

**ASSIGNMENT OF MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **Flagstar Bank FSB f/k/a First Security Savings Bank FSB**, located at **2600 Telegraph Road, Bloomfield Hills, MI 48302** does hereby convey, grant, transfer, assign and quitclaim the described Mortgages which encumber real property described therein, together with certain note(s) described therein with all interests, all liens, and any rights due or to become due thereof to: **NationsBanc Mortgage Corporation, 205 Park Club Lane, Buffalo NY 14231**

Mortgage recorded on 11/09/95 Mortgage dated 11/03/95  
Liber: Page: Inst.: 1995-32515

Records of SHELBY County, AL

Mortgagee: **Leaders In Lending LLC**

Mortgagors: **ROY H PEARCE And TRACEY F PEARCE**

Property Address: **204 SHALIMAR CIRCLE  
ALABASTER, AL 35007**

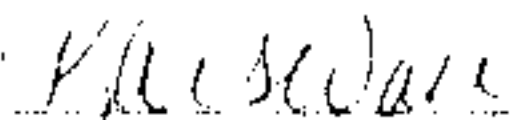
Tax/Pin#: **58-23-2-10-1-003-023** Sec/Lot/Block: Parcel ID:

Mortgage Amount: **\$83900**


Legal Description attached herewith.

This assignment is being made without warranty, expressed or implied and with recourse to the Assignor in any event. **TO HAVE AND TO HOLD** the same unto Assignee, its successors and assigns, forever subject only to the terms and conditions of the above-described mortgage. **IN WITNESS WHEREOF**, the undersigned corporation has caused this instrument to be executed on this day, **2/10/98**

**Flagstar Bank FSB f/k/a First Security Savings Bank FSB**

  
Karen S Wahl, Vice President  
State of New York  
County of Erie


  
Witness: Bryan D Owczarzak

  
Witness: Donna L Hawkins

  
Attest: Vanessa A Hurst

Before me, the undersigned authority, on this day **2/10/98**, Karen S Wahl who resides at 205 Park Club Lane in the city of Buffalo, NY 14231, Vice President of Flagstar Bank FSB f/k/a First Security Savings Bank FSB, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they signed the said instrument as their free and voluntary act and deed, for the uses, purposes, and capacity therein mentioned.

Witness my hand and official seal.

  
Notary Public: Ana L. Negron Reg. #: 01NE5078200  
Qualified in Erie County, State of New York  
Commission Expires: 05/19/99

Prepared by/Record and Return to:  
**NATIONSBANC MORTGAGE CORPORATION**  
ATTN: Document Followup  
PO Box 9000  
Williamsville, NY 14231-9803  
1-800-285-6000

18670 57164

Inst # 1995-32515

11/09/1995-32515  
11:25 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
006 NCD 146.85

Inst # 1998-05985

08/23/1998-05985  
01:45 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 NCD 11.00

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# 600001209

51024

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November 3  
19 95. The grantor is Roy H. Pearce and wife, Tracey F. Pearce  
("Borrower"). This Security Instrument is given to Leaders In  
Lending, LLC, which is organized and existing  
under the laws of the State of United States of America and whose address is 121 Riverchase  
Village, Birmingham, Alabama 35244 ("Lender").  
Borrower owes Lender the principal sum of EIGHTY THREE THOUSAND NINE HUNDRED AND NO/100---  
----- Dollars (U.S.\$ 83,900.00). 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 November 1, 2010. This Security Instrument secures  
to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications  
of the note; (b) the payment of all other sums, with interest, advanced under paragraph 7 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 power of sale, the following described property located in Shelby County, Alabama:  
Lot 23, according to the Survey of Shalimar Point, as recorded in Map Book 14,  
page 105, in the Probate Office of Shelby County, Alabama; being situated in  
Shelby County, Alabama.  
Mineral and mining rights excepted.

The proceeds of this loan have been applied on the purchase price of the  
herein described property.

which has the address of 204 Shalimar Circle, Alabaster,  
[Street] [City]  
Alabama 35007 ("Property Address");  
[Zip Code]

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, appurtenances, and 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.

ALABAMA Single Family — FNMA/FHLMC UNIFORM INSTRUMENT  
Initial(s) RP RP  
DCAL511

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FIRST DATA SYSTEMS

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FORM 3001 9/90  
Amended 5/91  
(615) 61-8404