9432262 HomeSide Loan No.

THIS DOCUMENT WAS PREPARED BY MARIBEL ELJAECK

[WHEN RECORDED RETURN TO] NTC ATTEN: DARRELL COLON 420 N. BRAND BLVD., 4TH FLOOR GLENDALE, CALIFORNIA THE BANK OF NEW 334291

ASSIGNMENT OF MORTGAGE/DEED OF TRUST

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned,

HOMESIDE LENDING, INC, A Florida Corporation

whose address is 7301 Baymeadows Way, Jacksonville, Florida 32256-6833 By these presents does convey, grant, bargain, sell, assign, transfer and set over to: (GRANTOR)

(GRANTEE)

the described Mortgage/Deed of Trust, together with the certain note(s) described therein with all interest, all liens and any rights due or to become due thereon. N8T# 1998-11795

Said Mortgage/Deed of Trust is recorded in the County of Shelby, State of Alabama

Official Records on:

Original Mortgagor:

LYNN HUGHES

Original Loan Amount: \$ 52,000

Property Address:

3442 Wildwood Dr, Pelham, AL 35124

Legal Municipality:

SEE ATTACHED LEGAL DESCRIPTION

Document #:

BOOK:

PAGE:

The Bank of New York

New York, NY 10286

HOMESIDE LENDING, INC.

Corp. Trust-MBS

Trustee under the Peoling

and Servicing Agreement Series

at Barclay Street

Date: April 16, 1998

J. M. Absin

A. L. Adams

Linda McCauley

Assistan Vice President

D. Philpot

Assistant Secretary

STATE OF FLORIDA **COUNTY OF DUVAL** 

16th day of April, 1998 The foregoing instrument was acknowledged before me this by Linda McCauley and D. Philpot, Assistant Vice President and Assistant Secretary of HomeSide Lending, Inc., a Florida

Corporation, on behalf of the corporation. He/She is personally known to me and did take an oath.

RENÉ J. SAPIA MY COMMISSION # CC467259 EXPIRES: September 23, 1999 Bonded thru Notary Public Underwriters René J. Savia

**Notary Public** 

State of Florida At Large

My Commission Expires:

September 23, 1999

98 H AFTER RECORDING MAIL TO:

CHARLEST TO THE A TEST AND COMPRESS. OFY OF THE ORIGINAL INSTRUMENT WHICH HAR PEENGENT FOR RECORDING

LOAN NO. 730365 -{Space Above This Line For Recording Data}-

10

9432262

, and whose address is:

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on LYNN HUGHES, AN UNMÄRRIED WOMAN

March 19, 1998

. The mortgagor is

("Borrower").

This Security Instrument is given to MORIGAGEAMERICA, INC.

which is organized and existing under the laws of DELAWARE P O BOX 43500, BIRMINGHAM, AL 35243 0500 Borrower owes Lender the principal sum of Fifty Two Thousand Dotlars and no/100

("Lender")

Dollars (U.S. \$ 52,000.00 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 April 1. 2028. 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 County, Alabama: 5 H E 🚂 B Y

, BLOCK Z, ACCORDING TO THE SURVEY OF WILDEWOOD VILLAGE. ADDITION, SECOND SECTOR, AS RECORDED IN MAP BOOK B, PAGE 78. IN THE PROBATE OFFICE OF SHELDY COUNTY, ALABAMA.

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

> THE AND CENTIFIED COPY OF THE CHICANAL WHICH HAS BEEN SENT FOR RECORDING

which has the address of

3442 WILDEWOOD DRIVE |Street|

PELHAM [City]

Alabama 3 5 1 2 4

("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--FNMASEHLMC UNIFORM INSTRUMENT PAGE 1 OF 6 ISC/CMDTAL//0491/3001(9-90)-L

FORM 3001 9/90 Amended 5/91

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By Amela Kalilow

Inst # 1999-21803

SHELBY COUNTY JUDGE OF PROBATE 11.00 9002 WHS