

ASSIGNMENT OF MORTGAGE

9-117

STATE OF ALABAMA)
JEFFERSON COUNTY)

KNOW ALL MEN BY THESE PRESENTS, That MortgageAmerica, Inc. a
corporation, for value received by it in hand paid by *X*

2717621
1999-HI1

hereinafter called Assignee, does hereby grant, bargain, sell and convey
and assign unto the said Assignee that certain mortgage executed by *X*

JOHN STEVEN CUMMINGS and JOY D. CUMMINGS,
Husband and Wife

INST. # 1998-49984

and recorded in Volume _____, Page _____, of the
Probate Court of ^{12/15/98} SHELBY County, Alabama together with
the debt secured thereby and all right, title and interest in and to the
property therein described, without recourse against the said
MortgageAmerica, Inc.

IN WITNESS WHEREOF, MortgageAmerica, Inc., has caused this conveyance
to be signed by Kristie K. McAbee, Warehouse Officer on the 30th
day of DECEMBER, 19 98.

MORTGAGEAMERICA, INC.

BY: *Kristie K. McAbee*

Kristie K. McAbee
Warehouse Officer

ATTEST:

Anne E. Freeman

Anne E. Freeman
Assistant Document Officer
STATE OF ALABAMA)
JEFFERSON COUNTY)

* THE CHASE MANHATTAN BANK AS INDENTURE TRUSTEE, C/O RESIDENTIAL FUNDING
CORPORATION, 1301 Office Center Drive, #800, Fort Washington, PA 19084

I, the undersigned, a Notary Public in and for said State, in said County, hereby
certify that Kristie K. McAbee, Warehouse Officer of MortgageAmerica, Inc., a
corporation, is signed to the foregoing conveyance, and who is known to me,
acknowledged before me of this that, being informed of the contents of the
conveyance, as such officer and with full authority, executed the same voluntarily for
and as the act of said corporation.

Given under my hand and official seal this 30th day of DECEMBER,
19 98.

This instrument was prepared by

MORTGAGEAMERICA, INC.
P. O. BOX 43500
BIRMINGHAM, AL 35243

Jana M. Turner
Jana M. Turner
Notary Public

My commission expires: 2/18/2002

After Recording Return To:

PEELLE MANAGEMENT CORPORATION
ASSIGNMENT JOB #80603
P.O. BOX 1710
CAMPBELL, CA 95009-1710
1-408-886-6868

Inst # 1999-36145

08/27/1999-36145
11:44 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CM 11.00

12-9-98

DO NOT WRITE OR SIGN THIS TO
AFTER THE FOLLOWING COPY
OF THE ORIGINAL.

LOAN #: 18181329

[Signature]
CLOSING ATTORNEY

MORTGAGE

THIS MORTGAGE is made this 9th day of December, 1998, between the
Grantor, JOHN STEVEN CUMMINGS and JOY D. CUMMINGS, Husband and (herein
"Borrower"), and the Mortgagee, MortgageAmerica, Inc., a corporation organized and existing under the
laws of Delaware, whose address is 3535 Grandview Parkway, Birmingham, AL 35243 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 25,750.00
which indebtedness is evidenced by Borrower's note dated December 9th, 1998
and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and
interest, with the balance of the indebtedness, if not sooner paid, due and payable on
January 1st, 2009;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon;
the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the
security of this Mortgage; and the performance of the covenants and agreements of Borrower herein
contained, Borrower does hereby grant and convey to Lender and Lender's successors and assigns with
power of sale, the following described property located in the County of SHELBY
State of Alabama:

Lot 3, according to the Amended Map and Survey of Ivanhoe, as recorded
in Map Book 6, Page 70, in the Probate Office of Shelby County, Alabama;
being situated in Shelby County, Alabama.

Inst # 1999-36145

08/27/1999-36145
11:44 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CM 11.00

The undersigned mortgagor, ~~JOHN STEVEN CUMMINGS~~, is one and
the same person as JOHN S. CUMMINGS.

which has the address of 75 IVANHOE LANE CALERA
[Street] [City]
Alabama 35040 (herein "Property Address");
[Zip]

TO HAVE AND TO HOLD such 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 and rents, all of which shall be deemed to be and remain a part of the property covered by
this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage
is on a leasehold) are hereinafter referred to 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 covenants that Borrower warrants and will defend generally the title to
the Property against all claims and demands, subject to encumbrances of record.