

717689
1999HS2

ASSIGNMENT OF MORTGAGE

01-117

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
THE FIRST NATIONAL BANK OF CHICAGO AS TRUSTEE
One First National Plaza, Suite 0126, Chicago, Illinois 60670-0126
hereinafter called Assignee, does hereby grant, bargain, sell and convey
and assign unto the said Assignee that certain mortgage executed by
PERRY H. POPE and PAMELA F. POPE

and recorded in Volume 1219/98, Page INST # 1998-48934, of the
Probate Court of **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)

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 #90603
P.O. BOX 1710
CAMPBELL, CA 95009-1710
1-408-666-6868

Inst # 1999-37164

09/03/1999-37164
10:12 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CRH 11.00

12-2-98
I DO HEREBY CERTIFY THAT
BE A TRUE & CORRECT COPY
OF THE ORIGINAL

LOAN #: 18181315

Marie L. Pritchett
CLOSING ATTORNEY

MORTGAGE

THIS MORTGAGE is made this 2nd day of December, 1998, between the Grantor, PERRY N. POPE and PAHELA F. POPE, Husband and Wife (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. \$ 30,000.00 which indebtedness is evidenced by Borrower's note dated December 2nd, 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, 2014

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 39, according to the Survey of Dearing Downs, Tenth Addition, as recorded in Map Book 14, page 86, in the Probate Office of Shelby County Alabama.

Inst # 1999-37164

09/03/1999-37164
10:12 AM CERTIFIED
SHELBY COUNTY CLERK OF PROBATE
002 CEN 11.00

which has the address of 1817 KEENELAND DRIVE HELENA
[Street] [City]
Alabama 35000 (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 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.