ASSIGNMENT OF MORTGAGE

01-1117

THE STATE OF ALABAMA
COUNTY OF Shelby

Pool # 1994 ...
LOAN# 2760648

FOR VALUABLE CONSIDERATION, in hand paid to the undersigned, the receipt of which is hereby acknowledged, Worthington Mortgage Group Inc does hereby grant, bargain, sell and assign to:

RESIDENTIAL FUNDING CORPORATION

that certain mortgage executed by JOEY MEDDERS AND WIFE ANGELA MEDDERS bearing the date of March 2, 1999, and recorded in VOLUME ____________ ,PAGE ____________, of the mortgage records in the Probate Office of Shelby COUNTY, ALABAMA, together with the debt hereby secured and the property therein described.

IN WITNESS OF, Worthington Mortgage Group Inc has caused this instrument to be executed by WILLIAM L WORTHINGTON, its CEO, who is thereunto duly authorized and the seal of said corporation to be hereunto affixed on this the 2nd day of March, 1999.

Rec 3/12/99 Inst# 1999-10162

SEE EXHIBIT "A" ATTACHED FOR LEGAL

Worthington Mortgage Group Inc

BY: ______________________

WILLIAM L WORTHINGTON
ITS CEO

STATE OF ALABAMA
COUNTY OF MADISON

I, UNDERSIGNED Notary Public in and for said county and state, hereby certify that WILLIAM L WORTHINGTON, whose name as CEO of Worthington Mortgage Group Inc is signed to the foregoing transfer and who is known to me, acknowledged before me, that being of the contents of the transfer, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and seal this 2nd day of March, 1999.

____
Notary Public
My commission expires: 1/21/2001

Prepared by: CHRIS PENNER
Worthington Mortgage Group Inc
920 Merchants Walk
Huntsville, Al 35801

After Recording Return To:

PEELLE MANAGEMENT CORPORATION
ASSIGNMENT JOB #90603
P.O. BOX 1710
CAMPBELL, CA 95009-1710
1-408-866-5868

Inst # 1999-40195

09/27/1999-40195
01:09 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
.002 KAM 11.00

IDS, Inc

Inst # 1999-40195

03-18-99 11:10 AM

[illegible]

Worthington Mortgage Group Inc
100 Merchants Walk
Huntsville, AL 35801

Loan No.
Order No.:

Space Above This Line For Recorder's Use

Inst # 1999-40195

MORTGAGE

THIS MORTGAGE is made this 2nd day of March, 1999, between the Grantor, JOEY [illegible] AND WIFE ANGELA [illegible] (herein "Borrower"), and the Mortgagee Worthington Mortgage Group Inc., a corporation organized and existing under the laws of ALABAMA, whose address is 100 Merchants Walk, Huntsville, AL 35801 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. $12,[illegible], which indebtedness is evidenced by Borrower's note dated March 2, 1999 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on March 15, 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 the power of sale, the following described property located in the County of Shelby, State of Alabama:

LOT 31, ACCORDING TO THE SURVEY OF MAGNOLIA PARK, ST. CHARLES PLACE, PHASE THREE, SECTOR ONE, AS RECORDED IN MAP BOOK 21, PAGE 4, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

which has the address of 130 ST CHARLES DRIVE [illegible], ALABAMA [illegible] (herein "Property Address");

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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such an agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments,

ALABAMA - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT

Form 3801

Borrower's Initials

Inst # 1999-40195

09/27/1999-40195
01:09 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 KAM 11.00