

When Recorded Return To:
DOCX **Box 1**
20 South Limestone St. Ste. 220
Springfield, OH 45502
99-212
35253-9969
Telephone: (205) 667-9441
Loan #4617927

For Recorder's Use

Inst # 1999-40734

09/30/1999-40734
10:17 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
CJ1 11.00

ASSIGNMENT

THE TERM "MORTGAGE" AS USED HEREIN SHALL BE CONSTRUED TO INCLUDE A DEED OF TRUST, MORTGAGE, SECURITY DEED, LOAN DEED, DEED TO SECURE DEBT, TRANSFER OF LIEN, TRUST DEED, VENDOR LIEN, OR SIMILAR INSTRUMENT, WHICHEVER SHALL BE APPLICABLE TO THE INSTRUMENT IDENTIFIED HEREIN.

DOC# 1998-19716 Recorded 5-29-98 1718922 3/12

Whereas, SOUTHTRUST MORTGAGE CORPORATION, a Delaware corporation, is the owner and holder of that certain Promissory Note dated 05/26/98, executed by CHARLES M. FRUSTERIO AND MELANIE S. FRUSTERIO in the principal sum of \$268,050.00 (the "Note") and secured by that certain Mortgage of even date therewith, recorded in Liber/Book _____, Folio/Pages _____ of the Court/Register of Deeds/RMC of SHELBY County/Parish/Borough, State of AL, and covering the property described below (the "Mortgage").

Whereas, the Note, together with the Mortgage and liens securing payment thereof, have been SOLD, ASSIGNED, TRANSFERRED, CONVEYED, ENDORSED and DELIVERED by SouthTrust Mortgage Corporation to,

RESIDENTIAL FUNDING CORPORATION

IN WITNESS WHEREOF, SouthTrust Mortgage Corporation has caused its name to be signed and its Corporate Seal to be affixed by its proper officer(s) thereunto duly authorized on September 1, 1998.

ATTEST (if required by jurisdiction)

SOUTHTRUST MORTGAGE CORPORATION

Vanessa A. Mencer, Assistant Secretary

Dorothy G. Goodwin
Dorothy G. Goodwin, Assistant Secretary

Witness

Witness

STATE OF ALABAMA, JEFFERSON COUNTY

I, the undersigned Notary Public in and for said County in said State, hereby certify that Dorothy G. Goodwin, Assistant Secretary, and/or Vanessa A. Mencer, Assistant Secretary, of SOUTHTRUST MORTGAGE CORPORATION, is/are signed to the foregoing Assignment, and who personally appeared before me, acknowledged on this date that being informed of the contents of the Assignment, as such officer(s) are required by the jurisdiction, and with full authority, executed the same voluntarily and placed on it the corporate seal for and as the act of said Corporation.

Given under my hand and official seal this September 1, 1998.

Peggy S. Willis
Peggy S. Willis, Notary Public
My commission expires: March 7, 2001

[TENNESSEE ONLY] MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE TAX PURPOSES IS \$0.00
[VIRGINIA ONLY] TAX NO. _____
LEGAL: SEE ATTACHED

Loan No. 4617927
Instrument Prepared by:

Record & Return to
SOUTHTRUST MORTGAGE CORPORATION
210 WILDWOOD PARKWAY
BIRMINGHAM, ALABAMA 35209

I hereby certify this to be a true &
correct copy of the original instrument.

Larry Ashmore
Closing Agent

(Space Above This Line For Recording Data)

MORTGAGE



THIS MORTGAGE ("Security Instrument") is given on ~~NOV 26, 1998~~ MAY 26, 1998
The grantor is CHARLES M. FRUSTERIO AND MELANIE S. FRUSTERIO, HUSBAND AND WIFE
("Borrower"). This Security Instrument is given to
SOUTHTRUST MORTGAGE CORPORATION, which is organized and existing
under the laws of THE STATE OF DELAWARE, and whose address is
210 WILDWOOD PARKWAY BIRMINGHAM, ALABAMA 35209 ("Lender")
Borrower owes Lender the principal sum of Two Hundred Sixty Eight Thousand Fifty and 00/100
Dollars (U.S. \$ 268,050.00). 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 JUNE 1, 2028. 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 per-
formance 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 2, ACCORDING TO THE SURVEY OF GREYSTONE, 6TH SECTOR, AS RECORDED IN
MAP BOOK 17 PAGE 54 A, B & C IN THE PROBATE OFFICE OF SHELBY COUNTY,
ALABAMA.

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which has the address of 5369 GREYSTONE WAY BIRMINGHAM
[Street] [City]
Alabama 35242 ("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 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 warrants and will defend generally the title to the Property against all claims and demands, subject to any en-
cumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited
variations by jurisdiction to constitute a uniform security instrument covering real property.

ALABAMA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
GFS Form G000010

Form 3001 9/90 (page 1 of 5 pages)
Initials: CMF
MSF