

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the undersigned, **CHARTER ONE MORTGAGE CORP.**

Grantor, 2812 Emorywood Parkway, Richmond, VA 23294

does hereby grant,

sell, assign, transfer and set over unto: **Norwest Mortgage, Inc.**, a California Corporation
800 LaSalle Avenue
Suite 1000
Minneapolis, MN 55402

all of its rights, title and interest in and to that certain Mortgage securing the original principal sum of
\$ 93,875.00 , bearing the date 7/30/1999 from

MICHELLE A SEAL, A Single Person and William M. Seal Married MAN
Grantor, to **CHARTER ONE MORTGAGE CORP.** with the benefits and privileges
hereby created, executed by the persons whose names are set above.

Said Mortgage was Recorded 8/4/99 in the county
of **SHELBY** in Book at Page Inst # 1999-32543

The property described in said Mortgage is more particularly described as follows:
LOT 14, ROCKY RIDGE TOWNHOMES, PHASE ONE

Property Address: 152 ROCKY RIDGE DRIVE HELENA, Alabama 35080
Tax Identification #: 58-13-8-28-1-004-014

IN WITNESS WHEREOF, **CHARTER ONE MORTGAGE CORP.** has caused
this instrument to be signed in its corporate name by **Judith L. McLawhorn** its
Vice President and witnessed by **Darlene L. Waller** its
Assistant Secretary and in its own name to acknowledge and deliver
these presents as its act and deed this 9th day of September, 1999
CHARTER ONE MORTGAGE CORP.



By:

Judith L. McLawhorn, Vice President
2104 Ginter Street
Richmond, VA 23228

Attested by:

Darlene L. Waller, Assistant Secretary
8332 Devils Den Lane
Mechanicsville, VA 23111

STATE OF VIRGINIA) SS:
COUNTY OF HENRICO)

Inst # 1999-45012

11/01/1999-45012
12:01 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 031 11.00

I, **Charlene C. Thomas** a Notary Public in and for the jurisdiction aforesaid, do hereby
certify that **Judith L. McLawhorn**, who resides at 2104 Ginter Street, Richmond, VA 23228
and is personally known to me as the person named as Vice President in the foregoing
assignment bearing date on the 9th day of September, 1999, personally appeared
before me, along with **Darlene L. Waller**, the Assistant Secretary of said
corporation, in said jurisdiction and by virtue of the power vested in her by said assignment, acknowledged
the same to be the act and deed of **CHARTER ONE MORTGAGE CORP.**

Given under my hand and seal this 9th day of September, 1999

Return To:
CHARTER ONE MORTGAGE CORP.
P.O. Box 32067
Richmond, VA 23294



Charlene C. Thomas, Notary Public
My commission expires: 01/31/2000

This is to certify that this instrument was prepared by or under the supervision of
CHARTER ONE MORTGAGE CORP. the secured party.

Prepared by:



of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Lender and Lender's successors and assigns, with power of sale, the following described property located in **Shelby** County, Alabama:

Lot 14, according to the Survey of Rocky Ridge Townhomes, Phase One, as recorded in Map Book 22 page 132 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

This is a purchase money mortgage. The entire proceeds of the loan are being applied to the purchase price of the herein described real property being conveyed simultaneously herewith.

THIS PROPERTY IS NOT HOMESTEAD PROPERTY OF WILLIAM M. SEAL OR OF HIS SPOUSE AS DEFINED BY THE CODE OF ALABAMA.

which has the address of
Alabama 35080

152 ROCKY RIDGE DRIVE, HELENA

[Street, City],

[Zip Code] ("Property Address");

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 encumbrances 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.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

Inst # 1999-45012

11/01/1999-45012
12:01 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CJ1 11.00