

Inst # 1999-49230
12/06/1999-49230
11:28 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CJ1 13.50

After Recording Return To:

PEELLE MANAGEMENT CORPORATION
ASSIGNMENT JOB #90603
P.O. BOX 1710
CAMPBELL, CA 95009-1710
1-408-866-6868

**ASSIGNMENT OF SECURITY INSTRUMENT
FROM CORPORATION**

Name:

First Republic Mortgage Corporation
9210 Corporate Blvd., Suite 410
Rockville, MD 20850

This Instrument Prepared by: SAME AS ABOVE

Loan #: 39900133

Commitment #:

2748763

SPACE ABOVE THIS LINE FOR RECORDING DATA 01-117

1999H124

KNOW ALL MEN BY THESE PRESENTS:

That **First Republic Mortgage Corporation** a corporation existing
under the laws of the State of Maryland, party of the first part, in consideration of the sum of Ten and no/10
Dollars, and other valuable considerations, received from or on behalf of,

**THE CHASE MANHATTAN BANK AS INDENTURE TRUSTEE, C/O RESIDENTIAL FUNDING
CORPORATION, 1301 Office Center Drive, #200, Fort Washington, PA 19034**

party of the second part, at or before the ensembling and delivery of these presents, the receipt whereof is
hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto the said party of the
second part a certain Security Instrument bearing date the 8th day of March 1999 made

by **ERIC S HIOTT And NANCY R HIOTT Husband and Wife**

in favor of **First Republic Mortgage Corporation** Recorded on 03/15/99 #1999-10782
and recorded in Official Record Book , page , public records of

Shelby County, **Alabama** , upon the following

described piece or parcel of land, situate and being in said County and State, to-wit:

LOT 63, THIRD SECTOR, PORTSOUTH

Together with the note or obligation described in said Security Instrument, and the moneys due and t
become due thereon, with interest from the 8th day of March 1999

TO HAVE AND TO HOLD the same unto the said party of the second part, heirs, legal representatives, successors and assigns forever.

IN WITNESS WHEREOF the party of the first part has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized, th
8th day of March 1999


ATTEST: Kathryn M. Beane, Asst. Secretary
First Republic Mortgage Corporation

Signed, sealed and delivered in the presence of:


Judy A. Yost, Vice President

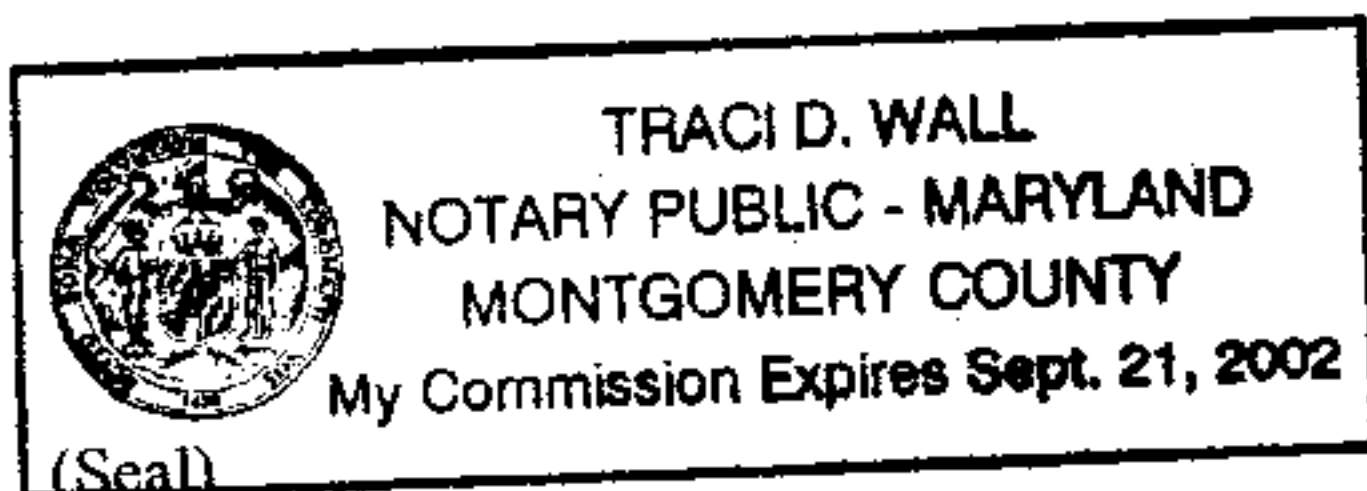
State of Maryland County of Montgomery

On this the 8th day of March 1999
the undersigned officer, personally appeared Judy A. Yost
himself/herself to be the Vice President of

, before me, Traci D. Wall
, who acknowledged

First Republic Mortgage Corporation a corporation, and that
he/she, as such Vice President being authorized so to do, executed the foregoing
instrument for the purposes therein contained, by signing the name of the corporation by himself/herself a
Vice President

In witness whereof I hereunto set my hand and official seal



My commission expires:

9/21/2002


Notary Public

Typed or printed name:

Traci D. Wall

AFTER RECORDING RETURN TO:

First Republic Mortgage Corporation
9210 Corporate Blvd. Ste. 120
Rockville, MD 20850

LOAN NO. 39900133

MORTGAGE

THIS MORTGAGE is made this 8th day of March, 1999, between the Grantor, ERIC S HIOTT and NANCY R HIOTT, husband and wife,

First Republic Mortgage Corporation

(herein "Borrower"), and the Mortgagee,

existing under the laws of the State of Maryland
9210 Corporate Blvd. Ste 120, Rockville, MD 20850

, a corporation organized and
, whose address is

(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 35,000.00, which indebtedness is evidenced by Borrower's note dated March 8, 1999 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 April 1, 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 63, ACCORDING TO THE SURVEY OF THIRD SECTOR, PORTSOUTH, AS RECORDED IN MAP BOOK 7, PAGE 110, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

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which has the address of

209 PORT SOUTH LANE

ALABASTER

(Street)

(City)

Alabama

35007

(ZIP Code)

(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 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.

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.

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