

After Recording Return To:

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

Inst # 1999-51101

THIS DOCUMENT WAS PREPARED BY:

MEDHA DONLIC

HOMESIDE LENDING, INC.
P.O. BOX 44090
JACKSONVILLE, FL 32231-9930
ATTN: CUSTODIAL LIAISON BB-CL3

12/20/1999-51101
09:21 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CJ1 11.00

ASSIGNMENT OF MORTGAGE/DEED OF TRUST 01-117

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned,
HOMESIDE LENDING INC., a Florida Corporation

whose address is 7301 Baymeadows Way, Jacksonville, Florida 32256-6833.

By these presents does convey, grant, bargain, sell, assign, transfer and set over to:

1913579
4396 (GRANTOR)

(GRANTEE)

the described Mortgage/Deed of Trust, together with the certain note(s) described therein with all interest, all liens and any rights due or to become due thereon.

Said Mortgage/Deed of Trust is recorded in the County of **SHELBY**.

State of **ALABAMA**.

Official Records on:
Original Mortgagor:

05/17/99
SALLY S. REYNOLDS

Original Loan Amount:

\$73,600.00

* BANK ONE, NATIONAL ASSOCIATION (formerly known as The
First National Bank of Chicago), as Trustee
1 Bank One Plaza, Suite IL 1-0126 (RFC), Chicago, Illinois 60670-0126

Property Address:

2018 ASHLEY BROOK WAY, HELENA, AL 35080

Legal Municipality:
Document #:

SEE ATTACHED LEGAL DESCRIPTION
BOOK:

PAGE:

Date: **JULY 1**

,1999

HOMESIDE LENDING INC.

V. Yukota

Witnesses

D. Dixon

Witnesses



S. Bilalagic

Assistant Vice President

A. Saroian

Assistant Secretary

STATE OF FLORIDA
COUNTY OF DUVAL

1ST day of **JULY**, 1999

The foregoing instrument was acknowledged before me this
by **S. Bilalagic** and **A. Saroian**, **Assistant Vice President** and **Assistant Secretary** of HomeSide Lending, Inc. a Florida
Corporation, on behalf of the corporation. He/She is personally known to me and did take an oath.



Linda McCauley
MY COMMISSION #CC607419 EXPIRES
March 10, 2001
Bonded Thru Troy Fain Insurance, Inc.

Linda McCauley
State of Florida At Large
My Commission Expires:

Notary Public

March 10, 2001

1913519

THIS INSTRUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT
CLOSING AGENT

[Space Above This Line For Recording Data]

MORTGAGE

Inst # 1999-51101

12/20/1999-51101
09:21 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CJ1 11.00

THIS MORTGAGE ("Security Instrument") is given on May 13, 1999. The grantor is Sally S. Reynolds, a single individual ("Borrower"). This Security Instrument is given to Compass Bank which is organized and existing under the laws of the State of Alabama, and whose address is P.O. Box 10566, Birmingham, Alabama 35296 ("Lender"). Borrower owes Lender the principal sum of Seventy-Three Thousand Six Hundred and 00/100 Dollars (U.S. \$73,600.00).

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 1st, 2029. 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 performance 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 19, according to the Survey of Ashley Brook, as recorded in Map Book 22, Page 78, in the Probate Office of Shelby County, Alabama.

The proceeds of this loan have been applied to the purchase price of the herein described property.

which has the address of 2018 Ashley Brook Way, Helena, [Street, City], Alabama, 35080 [Zip Code] ("Property Address");

REYNOLDS
SALLY S
1913579
4396

HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this instrument as the "Property."

POWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal on the debt evidenced by the Note and any prepayment and late charges due under the Note.

Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender timely payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments in priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note, second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.