

**Record-Check Services, Inc.**

RETURN TO:

RECORDED

MICHAEL BARRY AND JAI

710, 2005

TURN TO:

Shelby, AL

For Recorder's Use

Inst # 2000-08829

03/21/2000-08829  
08:19 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
ONE 06 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.

Whereas, SOUTHTRUST MORTGAGE CORPORATION, a Delaware corporation, is the owner and holder of that certain Preliminary Note dated 05/12/98, executed by MICHAEL BARRY AND JANET G. BARRY in the principal sum of \$400,000.00 (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").

*REC. in INST. # 1998-19222 ON 5-27-1998*

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**

1798752  
3411

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 \$9.00  
[VIRGINIA ONLY] TAX NO. \_\_\_\_\_  
LEGAL: SEE ATTACHED

I hereby certify this is a true and correct copy of the original thereof.

Frank L. Barry  
Noting Attorney

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03/21/2000-08829  
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SHELBY COUNTY JUDGE OF PROBATE  
11.00  
002 NWS

[Space Above This Line For Recording Data]

9805394-1544

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 18  
19 98. The grantor is Michael Barry and wife, Janet G. Barry

("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 P. O. Box 532060  
Birmingham, AL 35253-2060 ("Lender").

Borrower owes Lender the principal sum of FOUR HUNDRED EIGHTY THOUSAND AND NO/100  
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Dollars (U.S.\$ 480,000.00). 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 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 1, according to the Map and Survey of Greystone, 5th Sector, Phase I, as  
recorded in Map Book 17, Page 72, A, B, and C, in the Probate Office of Shelby  
County, Alabama.

Subject to existing easements, restrictions, set back lines, rights of way,  
limitations, if any, of record.

## ATTACHMENT

which has the address of 501 Castlebridge Lane, 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 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 warrants  
and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

ALABAMA Single Family — FNMA/FHLMC UNIFORM INSTRUMENT

Initial(s) MBB  
DCAL511 JB

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LOAN #: 4547602

FORM 3001 9/90  
Amended 5/91