

Record and Return to:
Prepared by: Toss Lamon
Cendant Mortgage Corporation
3000 Leadenhall Road, P.O. Box 5449
Mt. Laurel, NJ 08054

Loan #: 0011483856
Name: JOHNSON
State of: AL
County of: SHELBY
Investor #: 133806935
Min #: 100020000114838562
Agency Pool #: 547736
ID #: [REDACTED]

Inst # 2001-20440

05/21/2001-20440
12:15 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
16.00
002 MB

Assignment of Mortgage

Know all men by these presence, that *Cendant Mortgage Corporation, 3000 Leadenhall Road, Mt. Laurel, NJ 08054, a Corporation existing under the laws of the State of New Jersey, for valuable consideration, the receipt of which hereby acknowledged, does hereby grant, bargain, sell, assign and transfer to:

Mortgage Electronic Registration Systems, Inc.
as Nominee for Homeside Lending Inc., its successors and assigns
P.O. Box 2026
Flint, Michigan 48501-2026
Mers Phone: 1-888-679-6377

That Mortgage described as follows:

Mortgage Dated: 8/24/2000

Amount: \$212,720. Executed by: JOHN M JOHNSON

Clerks file or instrument no: 2000-29745

Recorded Date: 8/30/2000

Book: Volume: Page:

Address: 1009 EAGLE CREST CIRC, BIRMINGHAM, AL 35242

Describing land therein described in Mortgage referred to herein & all rights accrued or to accrue under said Mortgage.

***Formerly Doing Business as PHH Mortgage Services**

Dated: 04/03/2001

Witnessed by:

Dora Koin
Dora Koin

*Cendant Mortgage Corporation
3000 Leadenhall Road
Mt. Laurel, NJ 08054
By:

Prepared by:

Ethel Livingston
Ethel Livingston

Jen Griggs
Jen Griggs
Assistant Vice President

*Cendant Mortgage Corporation
3000 Leadenhall Road
Mt. Laurel, NJ 08054

Judy Gomolson
Judy Gomolson
Assistant Secretary

State of New Jersey, County of Burlington,

On 04/03/2001, before me, the undersigned, a notary public in and for said State and County, personally appeared Jen Griggs and Judy Gomolson personally known to me or proved to me on the basis of satisfactory evidence to be Assistant Vice President and Assistant Secretary of the corporation that executed the within instrument, on behalf of the corporation therein named, and acknowledged to me that such corporation executed the instrument pursuant to the its by-laws or resolution of its Board of Directors. Witness my hand and official seal in the State and County last aforesaid.

Rosalia Rivera
Notary Public

Rosalia Rivera
Notary Public of New Jersey
My Commission Expires: 4-13-2005

Loan No. 0011483856

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 907, according to the Survey of Eagle Point, 9th Sector, as recorded in Map Book 22, page 102, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Mineral and mining rights excepted.

0011483856

The proceeds of this loan have been applied on the purchase price of the property described herein, conveyed to mortgagors simultaneously herewith.

which has the address of 1009 Eagle Crest Circle, Birmingham Alabama 35242 [Zip Code] ("Property Address"); [Street, City],

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever 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 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.

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

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

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (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.

VMP-6R(AL) (8212).01

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Form 3001 09/90
Amended 5/91

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Initials: 

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