

Cleve A. Park

RECORD AND RETURN TO:

**RECORD FIRST**

THIS INSTRUMENT PREPARED BY:

H. Hampton Boles  
Balch & Bingham LLP  
Attorney & Counselors  
1901 Sixth Avenue North  
Suite 2600  
Birmingham, Alabama 35203

For Filing in Shelby County,  
Alabama

Inst # 2001-31840

08/01/2001-31840  
10:22 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 CH 23.00

**ASSIGNMENT OF  
MORTGAGE, LIEN AND OTHER COLLATERAL**

**THIS ASSIGNMENT OF MORTGAGE, LIEN AND OTHER COLLATERAL** (this "Assignment") is made effective as of February 25, 1999 by **COMPASS BANK**, an Alabama banking corporation ("Compass"; Compass Bank being formerly known as Central Bank of the South), for itself and as successor by merger or consolidation with the entities listed in Background paragraph 4 below, **COMPASS LOAN HOLDINGS, INC.**, an Alabama corporation ("Compass Loan Holdings"), and **COMPASS MORTGAGE FINANCING, INC.**, a Delaware corporation ("Compass Mortgage Financing").

**BACKGROUND**

1. Compass, pursuant to the terms and conditions of that certain Contribution Agreement (the "Contribution Agreement") dated as of February 1, 1999 between Compass Loan Holdings and Compass, has agreed to convey, and (b) pursuant to certain other agreements and corporate action, has conveyed, to Compass Loan Holdings all of Compass' right, title and interest in that certain mortgage promissory note and all related collateral and security therefor and documentation thereof including the mortgage described on Exhibit A hereto (collectively said note and mortgage being assigned hereby shall be referred to herein as the "Mortgage"), which Mortgage encumbers real property located in Shelby County in the State of Alabama.

2. In turn, Compass Loan Holdings has agreed to then convey all of its right, title and interest in the Mortgage to Compass Mortgage Financing pursuant to the terms and conditions of that certain Residential Mortgage Loan Purchase Agreement (the "Purchase Agreement") dated as of February 1, 1999, between Compass Loan Holdings, as seller, and Compass Mortgage Financing, as purchaser.

3. Compass Mortgage Financing has in turn agreed to then convey all of its right, title and interest in the Mortgage to the Trustee, as trustee of the Compass Residential Mortgage Trust Series 1999-1, pursuant to the terms and conditions of that certain Pooling and Servicing Agreement by and among the parties hereto and Norwest Bank Minnesota, National Association, a national banking association, in its capacity as document custodian and trustee of the Compass Residential Mortgage Trust Series 1999-1 for the benefit of the Certificateholders under the Compass Residential Mortgage Trust Series 1999-1 ("Trustee"), dated as of February 25, 1999 (the "Pooling and Servicing Agreement").

4. Compass is the prior owner and holder (prior to Compass Loan Holdings) of the Mortgage, although the named mortgagee in the Mortgage subject hereto may be in a name formerly used by Compass or may be a predecessor entity to either Compass or to entities which have been merged into or consolidated with Compass. Accordingly, for the purpose of identifying Compass as the Assignor herein of the Mortgage, the following information is given:

a) Compass was formerly known as Central Bank of the South (by name change effectuated by approval of the State of Alabama State Banking Department filed with the Alabama Secretary of State on November 8, 1993).

b) Compass is successor by merger with, direct or indirect acquisition of or consolidation with the following institutions:

Central Bank of the South  
Jacksonville State Bank  
Central Bank  
Central Bank, N.A.  
Central Bank of Shelby County  
Central Bank of Dothan, N.A.  
Central Bank of Walker County  
Central Bank of Oxford  
Central Bank of Oxford, N.A.  
First National Bank of Baldwin County  
First City National Bank of Oxford  
Central Bank of Mobile  
Central Bank of Mobile, N.A.  
Central Bank of Eufaula  
Central Bank of Auburn, N.A.  
Central Bank of Montgomery  
Central Bank of St. Clair County  
Central Bank of Birmingham  
Central Bank of Uniontown  
Central Bank of Tuscaloosa, N.A.  
Central Bank of Alabama, N.A.  
First Federal Savings Bank of Northwest Florida

Community First Bank  
Gainesville State Bank  
Compass Bank (Jacksonville, Florida)  
Compass Bank, National Association (Pensacola, Florida)  
Compass Bank (Ft. Walton Beach, Florida)  
Liberty Bank of Ft. Walton Beach  
Enterprise National Bank  
Interstate Bank North  
City National Bank of Carrollton  
First Western National Bank  
Cornerstone Bank, N. A.  
Spring National Bank  
Security Bank, N.A.  
Bank of San Antonio  
Security Bank  
Equitable Bank  
Post Oak Bank  
Peoples National Bank  
The Royall National Bank  
Texas American Bank  
ProBank  
Horizon Bank & Trust, S.S.B.  
Commerce National Bank  
The Texas National Bank of Waco  
West University Bank, N.A.  
Fidelity Bank, N.A.  
Hill Country Bank  
Compass Bank (Houston, Texas)  
Compass Bank-Houston Compass Bank-Dallas  
Compass Bank-San Antonio  
Compass Bank-Central Texas  
Arizona Bank  
Hartland Bank, National Association

5. This Assignment is made for the purpose of placing of record the assignment of the Mortgage encumbering real and personal property located in the County referenced in Background Paragraph 1 above from Compass to Compass Loan Holdings, then the assignment of the Mortgage encumbering real and personal property located in the County referenced in Background Paragraph 1 above from Compass Loan Holdings to Compass Mortgage Financing, and then the assignment of the Mortgage encumbering real and personal property located in the County referenced in Background Paragraph 1 above from Compass Mortgage Financing to the Trustee as provided herein.



## **AGREEMENT**

1. Compass, in consideration of the premises and the agreements set forth above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has sold, assigned, transferred, set over and otherwise conveyed to Compass Loan Holdings, and by these presents hereby sells, assigns, transfers, sets over and otherwise conveys to Compass Loan Holdings, without recourse, all of Compass' right, title and interest in, to and under the Mortgage, and all proceeds thereof, TO HAVE AND TO HOLD the same unto Compass Loan Holdings, its successors and assigns forever.

2. Compass Loan Holdings, in consideration of the agreements set forth in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has sold, assigned, transferred, set over and otherwise conveyed to Compass Mortgage Financing, and by these presents hereby sells, assigns, transfers, sets over and otherwise conveys to Compass Mortgage Financing, without recourse, all of Compass Loan Holdings' right, title and interest in, to and under the Mortgage, and all proceeds thereof, TO HAVE AND TO HOLD the same unto Compass Mortgage Financing, its successors and assigns forever.

3. Compass Mortgage Financing, in consideration of the agreements set forth in the Pooling and Servicing Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has sold, assigned, transferred, set over, and otherwise conveyed to the Trustee, in its capacity as trustee of the Compass Residential Mortgage Trust Series 1999-1 for the benefit of the Certificateholders under such Trust, and by these presents hereby sells, assigns, transfers, sets over and otherwise conveys to the Trustee, in its capacity as trustee of the Compass Residential Mortgage Trust Series 1999-1 for the benefit of the Certificateholders under such Trust, without recourse, all of Compass Mortgage Financing's right, title and interest in, to and under the Mortgage, and all proceeds thereof, TO HAVE AND TO HOLD the same unto the Trustee, in its capacity as trustee of the Compass Residential Mortgage Trust Series 1999-1 for the benefit of the Certificateholders under such Trust, its successors and assigns forever.

[SIGNATURES BEGIN ON NEXT PAGE]

[SIGNATURE PAGE TO ASSIGNMENT OF MORTGAGE, LIEN AND OTHER COLLATERAL]

IN WITNESS WHEREOF, each of the undersigned has caused this Assignment to be executed by its duly authorized officer or representative as of the day and year first set forth above.

**COMPASS BANK:**

**COMPASS BANK, an Alabama banking corporation**

**COMPASS LOAN HOLDINGS, INC.:**

**COMPASS LOAN HOLDINGS, INC., an Alabama corporation**

**COMPASS MORTGAGE FINANCING, INC.:**

**COMPASS MORTGAGE FINANCING, INC., a Delaware corporation**

By: 


For each of the above entities

Name: Richard O. Hughes

Title: Compass Bank: Senior Vice President-Structured Finance

Title: Compass Loan Holdings, Inc.: Vice President

Title: Compass Mortgage Financing, Inc.: Vice President

State of Alabama - Jefferson County  
I certify this instrument filed on:  
2001 JUN 20 A.M. 07:27  
Recorded and \$  
and \$ 14.50  
\$ 14.50  
Mtg. Tax  
Deed Tax and Fee Amt.  
Total \$  
MICHAEL F. BOLIN, Judge of Probate  
  
200107/8216

STATE OF ALABAMA

JEFFERSON COUNTY

I, Crystal Baker, the undersigned, a Notary Public in and for said County in said State, hereby certify that Richard O. Hughes, whose name as Senior Vice President-Structured Finance, of COMPASS BANK, an Alabama banking corporation, Vice President of COMPASS LOAN HOLDINGS, INC, an Alabama corporation, and Vice President of COMPASS MORTGAGE FINANCING, INC., a Delaware corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer of each such corporation and with full authority, executed the same voluntarily for and as the act of each such corporation.

Given under my hand and seal this the 21 day of May, 2000



Notary Public

Inst. # 2001-31840  
My commission expires: June 2, 2003

[NOTARIAL SEAL]

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SHELBY COUNTY JUDGE OF PROBATE  
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