

ASSIGNMENT OF MORTGAGE

STATE OF ALABAMA

6018715 \ 30351

SHELBY COUNTY

FOR VALUE RECEIVED, the undersigned NEW SOUTH FEDERAL **, organized and existing under the laws of the United States of America, does hereby GRANT, BARGAIN, CONVEY, ASSIGN AND DELIVER unto Alabama Housing Finance Authority, a corporation, its successors and assigns, that certain mortgage executed by DERICK E. HOUSTON to NEW SOUTH FEDERAL** in the principal sum of \$ 102,800.00, dated the 4th day of JANUARY, 2002, and filed for records on the 8 day of January, 2002, in the office of the Judge of Probate of SHELBY County, Alabama, in Mortgage Book No. 2002, on page No. 0118, together with the debt thereby secured and the note therein described and all interest of the undersigned in to the lands and property conveyed by said mortgage. **** SAVINGS BANK, a Federally Chartered Savings Bank**
* AND SHARON M. HOUSTON, HUSBAND AND WIFE
TO HAVE AND TO HOLD unto the said Alabama Housing Finance Authority, its successors and assigns, FOREVER.

IN WITNESS WHEREOF, the said NEW SOUTH FEDERAL **, has caused this instrument to be executed in its name by LEIGH PUTMAN, its **ASST. VICE PRESIDENT**, and its corporate seal to be hereto affixed and attested by PAM BISHOP, its **ASSISTANT SECRETARY**, both of whom are thereunto duly authorized, this the 4th day of JANUARY, 2002.

NEW SOUTH FEDERAL SAVINGS BANK
a Federally Chartered Savings Bank

(Corporate Seal)

By: Leigh Putman**LEIGH PUTMAN****ASSISTANT VICE PRESIDENT**Attested by: Pam Bishop**PAM BISHOP****ASSISTANT SECRETARY**State of Alabama, County of JEFFERSON

I, the undersigned, a notary public in and for said State, hereby certify that LEIGH PUTMAN and PAM BISHOP, whose names as ASST. VICE PRESIDENT and ASST. SECRETARY, respectively, are signed to the foregoing conveyance, and who are known to me acknowledge before me on this day, that being informed of the contents of the conveyance, they, as such authorized representatives and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 4th day of JANUARY, 2002

Notary Public, Alabama, State at Large

(Seal)

Name: TERRI S. ZELLNER**TERRI S. ZELLNER**My Commission expires: MAY 7, 2002

This instrument was prepared by PAM BISHOP as an employee of NEW SOUTH FEDERAL SAVINGS BANK located at 210 AUTOMATION WAY, BIRMINGHAM, AL

35210

LEGAL

(2)

- (H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (K) "Escrow Items" means those items that are described in Section 3.
- (L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably mortgages, grants and conveys to Lender, with power of sale, the following described property located in the COUNTY of SHELBY :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

Lot 26, Block 2, according to the Map of Bermuda Hills, First Sector, as recorded in Map Book 6, Page 1, in the Probate Office of Shelby County, Alabama.

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

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which currently has the address of 1233 9TH AVENUE SW

[Street]

ALABASTER

[City]

, Alabama

35007

[Zip Code]

("Property Address"):

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."

DEB AMH