

After Recording Return To:
PEELLE MANAGEMENT CORPORATION
4690 LONGLEY LANE, Suite #8
RENO, NV 89502

20040504000234690 Pg 1/3 17.00
Shelby Cnty Judge of Probate, AL
05/04/2004 15:58:00 FILED/CERTIFIED

LN#8738122 MIN#:1002696-0008738122-5
MERS# 1-888-679-6377

NEW CENTURY MORTGAGE CORPORATION
18400 VON KARMAN, SUITE 1000
IRVINE, CALIFORNIA 92612
Loan Number:0001047027

ASSIGNMENT OF MORTGAGE


01-117

Prepared By: Gerry Chiasson
4690 Longley Ln #8, Reno, NV 89502
775-827-9600 ext. 248

STATE OF ALABAMA

WITNESSETH: For a VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
NEW CENTURY MORTGAGE CORPORATION hereby sells,
assigns, transfers, and sets over a certain mortgage, relating to the property legally described as

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

 **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.**
organized and existing under the laws of Delaware
PO Box 2026, Flint, MI 48501-2026

from
JAMES D KIDD AND SHERREL J KIDD

Recorded: 9/26/03, Inst. # 030926000 648010

dated **September 16, 2003**, of record in Mortgage Fiche, Frame
in the Office of the Probate Judge of **SHELBY** County, Alabama, to 

(hereafter referred to as "Assignee")
together with all its right, title, and interest in and to the land described in said mortgage, with recourse, it
being understood that the note secured by said mortgage has been assigned and transferred to said Assignee,
this **26th** day of **September**, **2003**



Magda Villanueva
A.V.P.\Shipping Manager

Prepared by: **NEW CENTURY MORTGAGE CORPORATION**

State of California
County of **ORANGE**

On **September 26, 2003**, before me **Reina Chavoya**
personally appeared

Magda Villanueva
A.V.P.\Shipping Manager

, personally known to me (or proved
to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Reina Chavoya

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

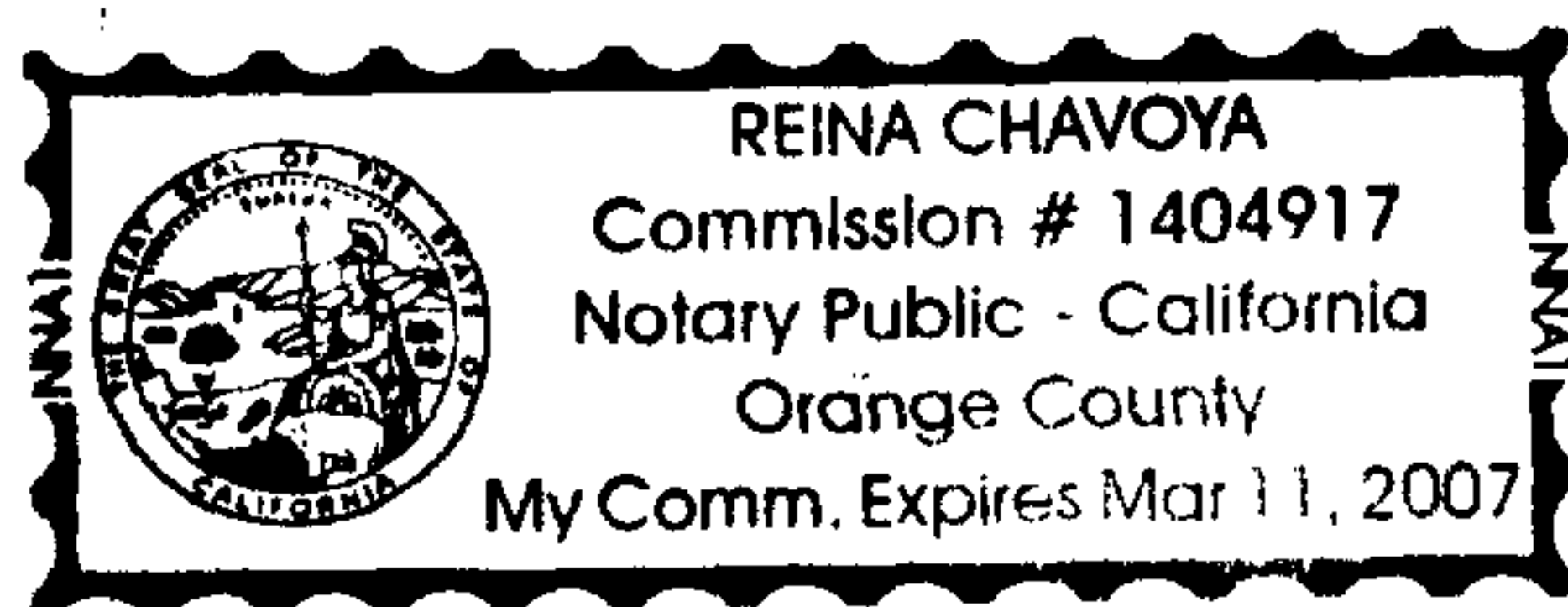
STATE OF CALIFORNIA
COUNTY OF ORANGE

On September 26, 2003, before me the undersigned **Reina Chavoya**, a Notary Public in and for Orange County and the State of California, personally appeared **Magda Villanueva/A.V.P. Shipping Manager of New Century Mortgage Corporation**, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal.



Signature of Notary Public



REINA CHAVOYA
COMMISSION # 1404917
COMMISSION EXPIRES:
MARCH 11, 2007

(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 43, ACCORDING TO THE SURVEY OF MAGNOLIA'S OF BROOK HIGHLAND, AN
EDDLEMAN COMMUNITY, A RESIDENTIAL SUBDIVISION, AS RECORDED IN MAP BOOK
13, PAGE 102 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Parcel ID Number: 039310003043000

2520 MAGNOLIA PLACE
BIRMINGHAM

("Property Address"):

which currently has the address of

[Street]

[City] , Alabama 35242

[Zip Code]

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 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.

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, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this

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