



20040712000382390 Pg 1/3 17.00  
Shelby Cnty Judge of Probate, AL  
07/12/2004 10:01:00 FILED/CERTIFIED

**RECORD AND RETURN TO:**  
**HANOVER CAPITAL PARTNERS LTD.**  
**POST OFFICE BOX 3980**  
**EDISON, NJ 08818-3980**

Tracking #: 5137146  
Deal: EMC- Print EMC

### **Assignment of Mortgage**

For Value Received, Deutsche Bank National Trust Company as custodian or trustee, FKA Bankers Trust Company of California, N.A. as custodian or trustee under the applicable custodial or trust agreement, the undersigned holder of a(n) Mortgage (herein 'Assignor') whose address is C/O EMC MORTGAGE CORPORATION, 909 Hidden Ridge Drive, Suite 200, Irving, TX 75038, does hereby grant, sell, assign, transfer and convey, without recourse unto EMC MORTGAGE CORPORATION (herein 'Assignee') whose address is 909 Hidden Ridge Drive, Suite 200, Irving, TX 75038, without recourse, representation or warranty, all beneficial interest under a certain Mortgage dated 6/27/1995, made and executed by Borrower(s): BETHEL ROBERSHAW AND WIFE MARTHA ROBERSHAW in which Mortgage is of record in:

Book/Volume:	Page No.:
Instr/Ref:	<b>1995-16867</b>
Parcel/Tax ID#:	<b>09 111 0 000 0005,003</b>
Township/Borough:	<b>19 SOUTH</b>
Trustee (if DOT):	
Original Loan Amount:	<b>\$15,400.00</b>
Original Lender:	<b>UNITED COMPANIES LENDING CORPORATION</b>

District:	Section:	Block:	Lot(s):
Prop. Add (if available):	<b>5060 BEAR CREEK RD, STERRETT 35147</b>		

which was recorded on 6/28/1995 in Shelby (County or Town, whichever is applicable) in the state of AL, together with the note or bond secured thereby, the note or bond evidencing said indebtedness having this date been transferred together with Assignor's right, title and interest in and to said Mortgage, all without recourse, or warranty, the property herein described and the indebtedness thereby secured.

**5137146**


All other existing legal or equitable rights, interests and remedies in or with respect to the Mortgage and/or the Note and/or the proceeds thereof, including, but not limited to, escrow deposits, existing title insurance policies and hazard insurance policies, as well as causes of action and judgements related thereto.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered, effective November 9th, 2000.

Witness(es):

**Deutsche Bank National Trust Company as custodian or trustee,  
FKA Bankers Trust Company of California, N.A. as custodian or  
trustee under the applicable custodial or trust agreement  
By Its Attorney In Fact EMC Mortgage Corporation**

  
Michaela Brychcova

By: 


Name: Kris MacKay, Assistant Vice President

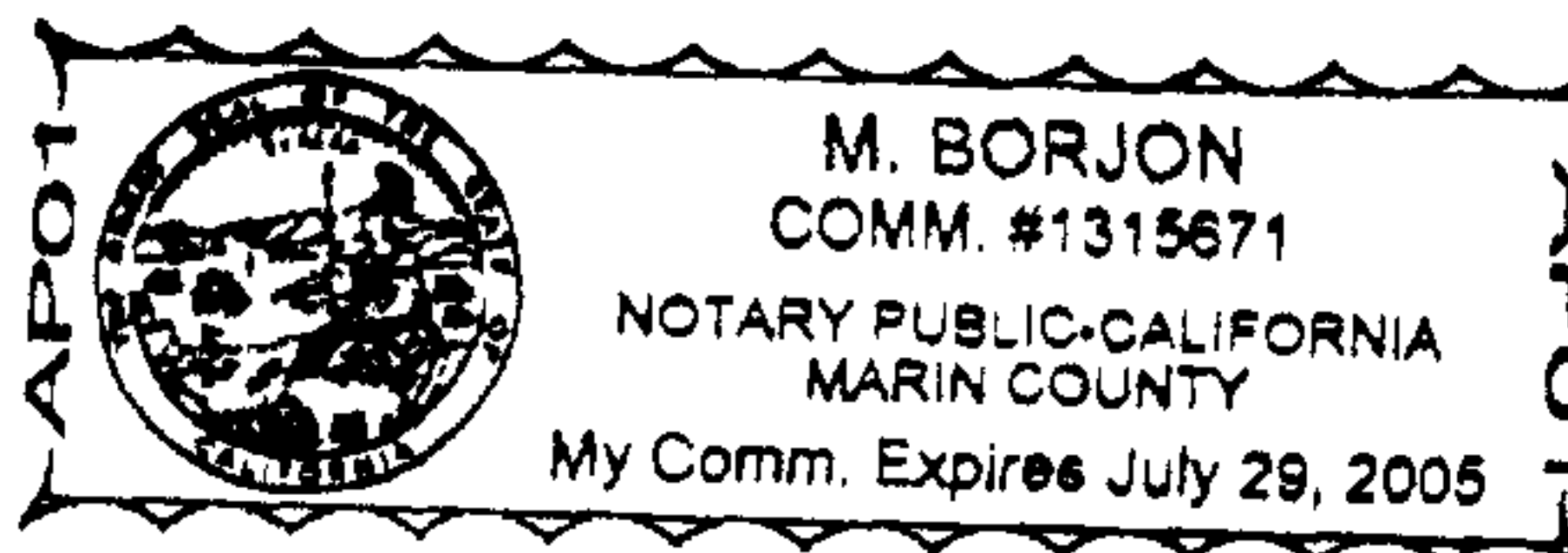
[Power of Attorney dated as of recorded 2/12/2001 in Montgomery County, AL in book 2198 at page 442 as file # \_\_\_\_\_]

State of California  
County of Marin

On February 27th, 2004, before me, the undersigned Notary Public in and for said State, personally appeared Kris MacKay, Assistant Vice President of EMC Mortgage Corporation (Attorney-in-fact for Deutsche Bank National Trust Company as custodian or trustee, FKA Bankers Trust Company of California, N.A. as custodian or trustee under the applicable custodial or trust agreement according to a Power of Attorney), known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument who acknowledged that he/she is the authorized Attorney-In-Fact for Deutsche Bank National Trust Company as custodian or trustee, FKA Bankers Trust Company of California, N.A. as custodian or trustee under the applicable custodial or trust agreement and whose address is C/O EMC MORTGAGE CORPORATION, 909 Hidden Ridge Drive, Suite 200, Irving, TX 75038, and who acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity on behalf of which the person acted, executed the instrument.

Witness My Hand and Official Seal.

  
Notary Public: M. Borjon  
My commission expires: 7/29/2005





Bethel Robshaw  
011031041437

EXHIBIT A

A PART OF THE SE1/4 OF NE1/4 OF SECTION 11, TOWNSHIP 19 SOUTH, RANGE 1 WEST, AND DESCRIBED AS FOLLOWS: COMMENCE AT THE SW CORNER OF THE SE1/4 OF NE1/4 OF SECTION 11, TOWNSHIP 19 SOUTH, RANGE 1 WEST, THENCE NORTH ALONG THE WEST LINE OF SAME 273.81 FEET, THENCE 90 DEGREES 00' RIGHT EAST 265.00 FEET, THENCE SOUTH 69 DEGREES 17' EAST 43.32 FEET TO THE POINT OF BEGINNING, THENCE NORTH 35 DEGREES 13' WEST 243.15 FEET, THENCE NORTH 8 DEGREES 39' WEST 225.40 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF HIGHWAY #43, THENCE NORTH 57 DEGREES 26' EAST ALONG SAID RIGHT OF WAY 118.01 FEET TO THE CENTER LINE OF A CREEK, THENCE SOUTH 20 DEGREES 13' EAST ALONG THE CENTER LINE OF CREEK 23.78 FEET, (THE NEXT 11 CALLS ARE ALONG THE CENTER LINE OF CREEK), THENCE SOUTH 68 DEGREES 22' EAST 24.45 FEET, THENCE SOUTH 6 DEGREES 45' EAST 25.08 FEET, THENCE SOUTH 6 DEGREES 28' WEST 59.73 FEET, THENCE SOUTH 59 DEGREES 39' EAST 124.37 FEET, THENCE SOUTH 25 DEGREES 51' WEST 37.38 FEET, THENCE SOUTH 18 DEGREES 56' EAST 38.48 FEET, THENCE SOUTH 10 DEGREES 47' EAST 125.02 FEET, THENCE SOUTH 40 DEGREES 57' EAST 35.85 FEET, THENCE SOUTH 28 DEGREES 43' EAST 42.83 FEET, THENCE SOUTH 24 DEGREES 00' EAST 73 FEET, THENCE SOUTH 1 DEGREE 34' 30" EAST 46.18 FEET (LEAVING CREEK), THENCE SOUTH 54 DEGREES 11' WEST 87.41 FEET, THENCE NORTH 35 DEGREES 18' WEST 142.00 FEET TO POINT OF BEGINNING.

ALL SITUATED IN SHELBY COUNTY, ALABAMA.

SUBJECT LOCATED AT: 5060 BEAR CREEK ROAD STERRETT, ALABAMA 35147

M.R.

BR

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State in which the Borrower resides and the property is located, (ii) made with funds provided by a depository institution chartered under the laws of either the United States or of another state and physically located in another state, (iii) made to be sold to one or more investors organized under the laws of and physically located in other states, (iv) made to be pooled to back securities issued by a trust organized under the laws of and physically located in other states and sold to investors organized under the laws of and physically located in other states, and (v) repaid by the Borrower on a monthly basis to the Lender in Louisiana for remittance to such out of state investors.

Notwithstanding the foregoing, arbitration shall not apply with respect to either (i) foreclosure proceedings, whether pursuant to judicial action, power of sale, assent to a decree or otherwise, proceedings pursuant to which Lender seeks a deficiency judgment, or any comparable procedures allowed under applicable law pursuant to which a lien holder may acquire title to the property which is security for the Loan and any related personal property (including an assignment of rents or appointment of a receiver), upon a default by the Borrower under the mortgage loan documents or (ii) an application by or on behalf of the Borrower for relief under the federal bankruptcy laws or any other similar laws of general application for the relief of debtors, through the institution of appropriate proceedings.