


Prepared by: Michael L. Riddle  
Middleberg, Riddle & Gianna  
717 N. Harwood, Suite 2400  
Dallas, TX 75201

90840 Batch: 2157560604 01-117

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

  
20040810000447850 Pg 1/3 17.00  
Shelby Cnty Judge of Probate, AL  
08/10/2004 10:02:00 FILED/CERTIFIED

LN#9131522 MIN#:1002696-0009131522-7  
MERS# 1-888-679-6377

Source of Title: Deed Book \_\_\_\_\_, Page \_\_\_\_\_  
**ASSIGNMENT OF SECURITY INSTRUMENT**

9131522

Loan No: 99-0871  
Borrower: JEFFERY A. POLLARD  
Date: \_\_\_\_\_

01-117

4811  
Data ID: 942

Owner and Holder ("Holder") of Mortgage ("Security Instrument"):  
BENCHMARK FUNDING CORP. a Corporation, which is organized and existing under the laws of the  
State of GEORGIA, 1956D LOWER ROSWELL RD., MARIETTA, GEORGIA 30068

Assignee:

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

Security Instrument is described as follows:

Date: February 18, 2004

Original Amount: \$ 184,740.00

Borrower/Grantor/Mortgagor/Trustor: JEFFERY A. POLLARD DANA POLLARD AND WIFE,

Lender/Beneficiary: BENCHMARK FUNDING CORP.

Mortgage Recorded or Filed on \_\_\_\_\_ as Instrument/Document No.  
2004-087410 in Book \_\_\_\_\_, Page \_\_\_\_\_ in the Official  
Records in the County Recorder's or Clerk's Office of SHELBY COUNTY, ALABAMA.

Prepared By: Courtney Wernette  
4690 Longley Ln #8, Reno, NV 89502  
775-827-9600 ext 2/6

9131522

4811



POLLARD JEFFERY A

N N

Exhibit A

Loan No: 99-0871

Data ID: 942

(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:

Lot 3, according to the Map and Survey of Stage Coach Trace, Sector I, as recorded in Map Book 25, Page 24 A,B, and C, in the Probate Office of Shelby County, Alabama.

