

Record and Return to:

Mortgage Services
P.O. Box 5449

3000 Leadenhall Road Mt. Laurel, NJ 08054

Security #: nc-2004-0051bw

MERS ID #: 100020000292883703

860110095

Assignment of Deed of Trust or Mortgage

Loan #: 0029288370 Name: MILLER

State of: AL

County of: SHELBY

Know all men by these presents that Cendant Mortgage Corporation, 3000 Leadenhall Road Mt. Laurel, New Jersey, a corporation existing under the laws of the state of Delaware for valuable consideration, the receipt of which hereby acknowledged, does hereby grant, bargain, sell, assign and transfer to:

Mortgage Electronic Registration System ("Mers")
G4318 Miller Road
Flint, MI 48507

That certain promissory note and Deed of Trust or Mortgage described as follows:

Note and Deed of Trust or Mortgage dated: 10/15/2004

Amount: 271,000.03 Executed by: MELANIE MILLER

ROBERT MILLER

Clerks File or Instrument No.2004/1020005833240
Recorded Date: 10 22 2004

Book: Volume: Page: Address: 1084 STONEYKIRK RD PELHAM AL 35124

Describing land therein as described in Deed of Trust/Mortgage referred to herein.

Together with the Note therein or referred to, the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust or Mortgage.

Dated: 12/17/2004

Cendant Mortgage Corporation

3000 Leadenhall Road Mount Laurel, NJ 08054

Witnessed By:

Deanne Roberts

Dozument Prepared By:

**Sharon Demarest** 

Jennifer Koch

Assistant Vice President

Linda Hubbare

By:

**Assistant Secretary** 

State of New Jersey, County of Burlington

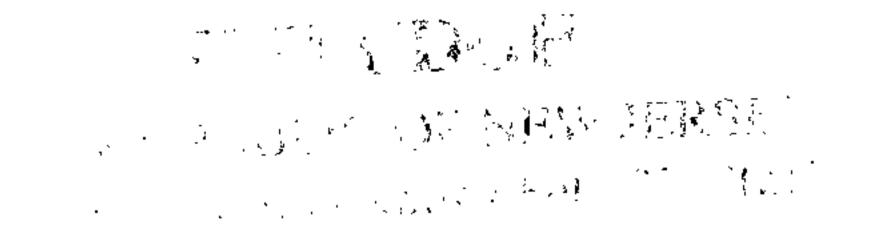
On 12/17/2004, Before me the undersigned, a notary public in and for said state and county, personally appeared Jennifer Koch and Linda Hubbard personally known to me or proved to me on the basis of satisfactory evidence to be Assistant Vice President and Assistant Secretary of the Corporation that executed the within instrument, on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its by-laws or resolution of its board of directors. Withese my hand and official seal in the state and county last aforesaid.

Notary Public

Titi Udoh

Notary Public for New Jersey

My Commission Expires: 02/27/2009



(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 459, according to the Final Plat Stoneykirk at Ballantrae, Phase 2, as recorded in Map Book 32, Page 105, in the Probate Office of Shelby County, Alabama.

Parcel ID Number: 14-8-28-0-000-001 1084 STONEYKIRK ROAD PELHAM ("Property Address"):

which currently has the address of

[Street]

[City], Alabama 35124

[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.