

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: 271,000.00 Executed by: MELANIE MILLER

ROBERT MILLER

Clerks File or Instrument No. 20041022000583240 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

By: Jennifer Koch  
Assistant Vice President

This Document Prepared By: Sharon Demarest

By: Linda Hubbard  
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. Witness my hand and official seal in the state and county last aforesaid.

Titi Udoh  
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  
[Type of Recording Jurisdiction]

of

SHELBY  
[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.