

Corporation Assignment of Real Estate Mortgage

SEJE04

3461234-6936

FOR VALUE RECEIVED, Mortgage Electronic Registration Systems, Inc. ("MERS") as nominee for The Mortgage Outlet, Inc.

its successors and assigns, hereby assign and transfer to *Mar Equity*

5010 Carriage Dr. Evansville, IN 47715

its successors and assigns, all its right, title and interest in and to a certain mortgage executed by William Jeffrey Segars, and Ellen T Segars, Husband and Wife

and bearing the date of the 15th day of December A.D. 2004 and recorded on the 29 day of December A.D. 2004 in the office of the Recorder of Shelby County, State of Alabama in Book _____ at Pages _____ #2004/2290067052/0

Signed on the 28th day of February A.D. 2005.

Mortgage Electronic Registration Systems, Inc. ("MERS")

By

Assistant Secretary

State of Georgia }
County of } ss:

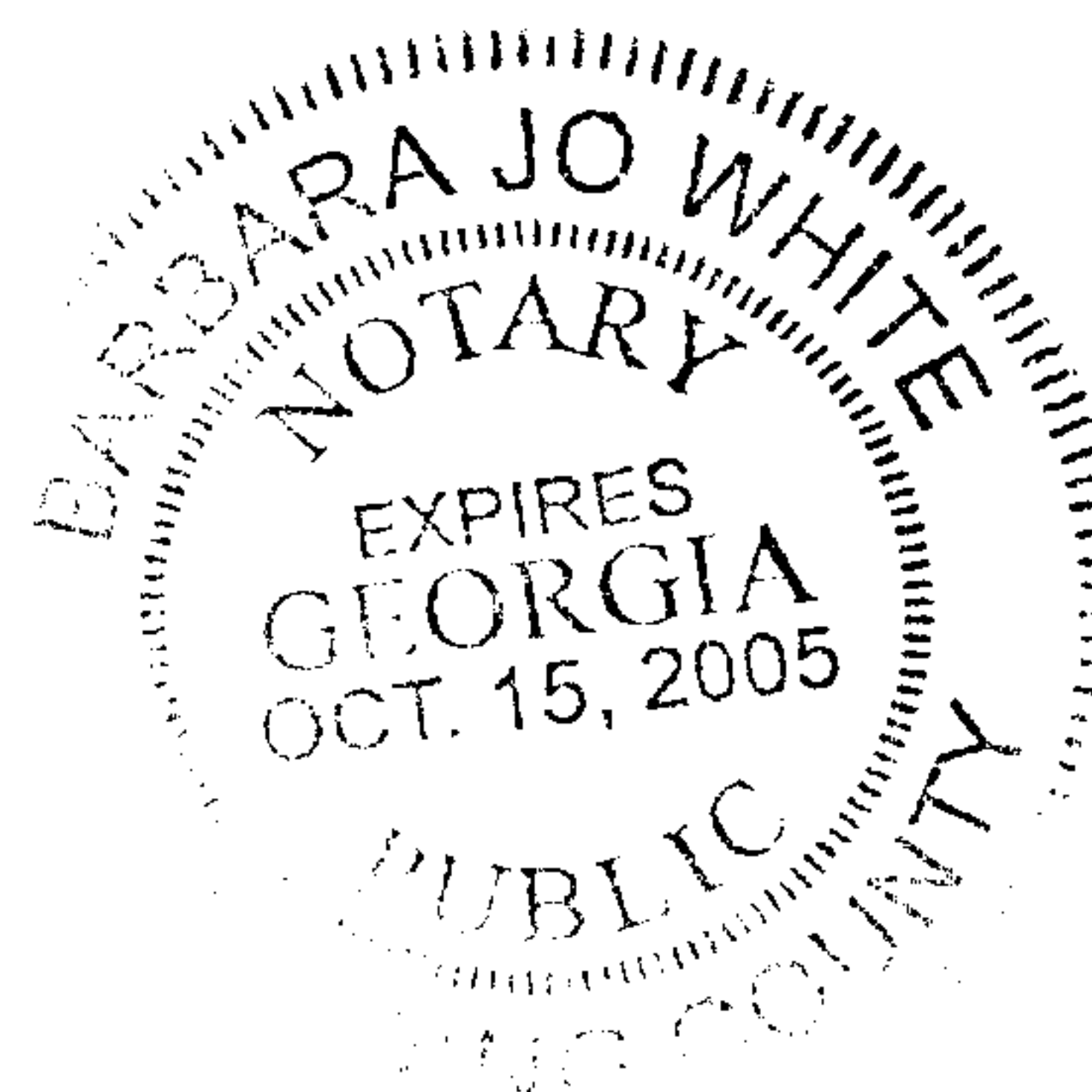
On the 28th day of February A.D. 2005, before me, a Notary Public, personally appeared Cara Stucky, to me known, who being duly sworn, did say that he or she is the Assistant Secretary of Mortgage Electronic Registration Systems, Inc., and that said instrument was signed on behalf of said corporation.

Notary Public

Address of Preparer:

The Mortgage Outlet, Inc.,
1800 Sandy Plains Pky Ste.304
Marietta, GA 30066

WHEN RECORDED MAIL TO:
FIDELITY NATIONAL-LPS
P.O. BOX 19523
IRVINE, CA 92623-9523
MOREQREC



MIN: 1001749-0121233474-9

MERS Phone: 1-888-679-6377

(J) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) **"Escrow Items"** means those items that are described in Section 3.

(M) **"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.

(N) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) **"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.

(P) **"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.

(Q) **"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 24, Second Sector, according to the Survey of Altadena Woods, 2nd and 5th Sectors, as recorded in Map Book 10, Pages 54 A & B, in the Probate Office of Shelby County, Alabama.

