After recording please return to:

Henger Rast & Associates

[Company Name]

Attn: Jennifer Lane

[Name of Natural Person]

3161 Cahaba Heights Road
Ste. 203

[Street Address]

Birmingham, AL 35243

[City, State, Zip Code]

20060124000038570 1/3 $18.00
Shelby Cnty Judge of Probate, AL
01/24/2006 01:59:59PM FILED/CERT

This instrument was prepared by:

Clayton T. Sweeney

[Name of Natural Person]

2700 Hwy 280 East, Ste. 160

[Street Address]

Birmingham, AL 35223

[City, State, Zip Code]

[Space Above This Line For Recording Data]

ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is 3161 Cahaba Heights Rd., Ste 203, Birmingham, AL 35243, does hereby grant, sell, assign, transfer and convey, unto ABN AMRO Mortgage Group, Inc.

(herein "Assignee"), whose address is 6300 InterFirst Drive, Ann Arbor, MI 48108,

all beneficial interest under a certain Mortgage dated August 26, 2005, made and executed by David W. Gann, an unmarried man

Henger Rast & Associates,
to
ABN AMRO Mortgage Group, Inc.,
upon the following described property situated in Shelby County, State of Alabama: SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF

Loan No: 650261992

©2001, The Compliance Source, Inc.

such Mortgage having been given to secure payment of three hundred fifty nine thousand six hundred 20050909000468630 ($ 359,650.00), which Mortgage is of record in Book, Volume, or Liber No. , at Page (or as No. 20050909000468630), in the Office of the Judge of Probate of Shelby County, State of Alabama, together with the note(s) and obligations therein described, the money due and to become due thereon with interest, and all rights accrued or to accrue under such Mortgage.

This transaction is only an assignment and transfer of the debt and the lien securing the debt. No new or additional indebtedness is involved in this transaction.

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, the undersigned Assignor has executed this Assignment of Mortgage on

August 26, 2005 .

Assignor Henger Rast & Associates

By: Jennifer Lane

Its: Closer

[Space Below This Line For Acknowledgment]

State of Alabama §
§
County of Jefferson §

I, Melissa A. Kelley , a Notary Republic , in and for said County in said State, hereby certify that Jennifer Lane whose name as Closer of Henger Rast & Associates , a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 26 day of August 2005 .

(Seal)

Melissa A. Kelley

Style of Officer

My Commission Expires: 02/02/2009

Loan No: 650261992

©2001, The Compliance Source, Inc

20060124000038570 2/3 $18.00
Shelby Cnty Judge of Probate, AL
01/24/2006 01:59:59PM FILED/CERT

Exhibit "A"

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
[Type of Recording Jurisdiction]

of Shelby :
[Name of Recording Jurisdiction]

Lot 2805, according to the Survey of Highland Lakes, 28th Sector, an Eddleman Community, as recorded in Map Book 34, Page 30, in the Probate Office of Shelby County, Alabama (continued on Exhibit "A")

THIS IS A PURCHASE MONEY MORTGAGE.

20060124000038570 3/3 $18.00
Shelby Cnty Judge of Probate, AL
01/24/2006 01:59:59PM FILED/CERT

which currently has the address of 1026 Parkwood Road
[Street]

Birmingham , Alabama 35242 ("Property Address"):
[City] [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. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Loan No: 650261992 DWG

© 2000, The Compliance Source, Inc.

20050909000468630 3/16 $595.55
Shelby Cnty Judge of Probate, AL
09/09/2005 12:54:16PM FILED/CERT