

20061106000544060 1/4 \$20.00
Shelby Cnty Judge of Probate, AL
11/06/2006 01:26:28PM FILED/CERT

Mail To: American Docs
250 Commerce 2nd Floor
Irvine, CA 92602 *361007*

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1000/4100133
#90055327
DG-11
Box 21

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the undersigned Assignor hereby grants, assigns and transfers, without recourse, to **Wachovia Bank N.A.**, whose address is 301 South College Street Charlotte, NC 28288, (Assignee), all beneficial interest under that certain mortgage dated February 13, 2005, executed by

MARLEEN F STRICKLIN (owner) whose address is 161 13TH STREET S.W., ALABASTER, Alabama 35007; ("Mortgagor") to DEEPGREEN FINANCIAL, INC. whose address is 22901 MILLCREEK BLVD, SUITE 500, HIGHLAND HILLS, Ohio 44122 and is recorded on 4-13-2005, filed for record in the County of SHELBY, State of Alabama, with recorder's entry number 20050413000-173100 covering the following described real property:

161 13TH STREET S.W., ALABASTER, Alabama 35007

together with the note(s) thereby and described therein, and all sums of money due and to become thereon.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing this Assignment, each Assignor acknowledges reading, understanding, and agreeing to all its provisions.

DEEPGREEN FINANCIAL, INC. ✓
X *[Signature]*
By: Ronald L. Fisher
Its: Vice President

The above signatures have been Witnessed by:

X *[Signature]*
Name: Emily Knippenberg Date _____

X *[Signature]*
Name: Wesley Ricketts Date _____

mf



20050413000173100 1/6 \$59.00
 Shelby Cnty Judge of Probate, AL
 04/13/2005 08:27:28AM FILED/CERT



20061106000544060 3/4 \$20.00
 Shelby Cnty Judge of Probate, AL
 11/06/2006 01:26:28PM FILED/CERT

RETURN TO SMI/Wesley Hess
 P O Box 540817 MARLEEN F STRICKLIN &
 Houston TX 77254-0817 865_2301
 AL, SHELBY



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MORTGAGE

(OPEN END CREDIT - FUTURE ADVANCES ARE SECURED BY THIS MORTGAGE)

THIS MORTGAGE ("Security Instrument") is made on February 13, 2005. The mortgagor is MARLEEN F STRICKLIN, whose address is 161 13TH STREET S W ALABASTER Alabama 35007 ("Borrower"). Borrower is not necessarily the same as the Person or Persons who sign the Contract. The obligations of Borrowers who did not sign the Contract are explained further in the section titled **Successors and Assigns Bound; Joint and Several Liability; Accommodation Signers**. This Security Instrument is given to DEEPGREEN FINANCIAL, INC which is organized and existing under the laws of the State of Delaware and whose address is 22901 MILLCREEK BLVD, SUITE 500 HIGHLAND HILLS, Ohio 44122 ("Lender"). MARLEEN S PINKERTON and KENNETH E PINKERTON have entered into a Home Equity Line of Credit ("Contract") with Lender as of February 13, 2005, under the terms of which Borrower may, from time to time, obtain advances not to exceed, at any time a **MAXIMUM PRINCIPAL AMOUNT (EXCLUDING PROJECTIVE ADVANCES)***** of Twenty-two Thousand and 00/100 Dollars (U S \$22,000.00) ("Credit Limit"). Any party interested in the details related to Lender's continuing obligation to make advances to Borrower is advised to consult directly with Lender. If not paid earlier, the sums owing under Borrower's Contract with Lender will be due and payable on February 13, 2030. This Security Instrument secures to Lender (a) the repayment of the debt under the Contract, with interest, including future advances, and all renewals, extensions and modifications of the Contract, (b) the payment of all other sums with interest advanced to protect the security of this Security Instrument under the provisions of the section titled **Protection of Lender's Rights in the Property**, and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Contract. For this purpose, Borrower, in consideration of the debt, does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of SHELBY State of Alabama

Address 161 13TH STREET S W ALABASTER, Alabama 35007

Legal Description ALL THAT PARCEL OF LAND IN SHELBY COUNTY STATE OF ALABAMA AS MORE FULLY DESCRIBED IN DEED BOOK 295 PAGE 750 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS A PARCEL OF LAND IN THE SE 1/4 OF THE SE 1/4 OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 3 WEST SHELBY COUNTY, ALABAMA DESCRIBED AS FOLLOWS COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 34, THENCE RUN SOUTH 89 DEGREES 42 MINUTES 12 SECONDS WEST 320.35 FEET TO AN IRON PIN AND THE POINT OF BEGINNING, THENCE RUN NORTH 03 DEGREES 20 MINUTES 36 SECONDS EAST 124.62 FEET TO AN IRON PIN, THENCE RUN NORTH 88 DEGREES 49 MINUTES 51 SECONDS WEST 175.91 FEET TO AN IRON PIN, THENCE RUN SOUTH 01 DEGREES 25 MINUTES 44 SECONDS EAST 126.38 FEET TO AN IRON PIN THENCE RUN SOUTH 89 DEGREES 25 MINUTES 33 SECONDS EAST 165.47 FEET TO THE POINT OF BEGINNING, BEING SITUATED IN THE SHELBY COUNTY, ALABAMA ALSO, AN

774

EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS COMMENCE AT THE
SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 3 WE
Parcel ID/Sidwell Number 138 34 4 002 023

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 seized of the estate hereby conveyed and has the right to mortgage, 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

Borrower and Lender covenant and agree as follows

Payment of Principal and Interest; Other Charges. Borrower shall promptly pay when due the principal of and interest on the debt owed under the Contract and any late charges or any other fees and charges due under the Contract

Applicable Law. As used in this Security Instrument, the term "Applicable Law" shall mean all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions

Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any At the request of Lender Borrower shall promptly furnish to Lender receipts evidencing the payments

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, (b) contests in good faith the lien by, or defends against enforcement of the lien in legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument Lender may give Borrower a notice identifying the lien Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice

Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards including floods or flooding, for which Lender requires insurance This insurance shall be maintained in the amounts and for the periods that Lender requires The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with section titled **Protection of Lender's Rights in the Property**

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause Lender shall have the right to hold the policies and renewals If Lender requires Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender Lender may make proof of loss if not made promptly by Borrower

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument whether or not then due, with any excess paid to Borrower If Borrower abandons the Property or does not answer within the number of days prescribed by Applicable Law as set forth in a notice from Lender to Borrower that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due The period of time for Borrower to answer is set forth in the notice will begin when the notice is given

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