

14

RETURN TO/Prepared by:
U.S. Bank Home Mortgage
4801 Frederica Street
Owensboro, KY 423010
Attn: Linda Dant
MERS Phone # 888-679-6377
Min# 100021269120122154

20070220000077450 1/2 \$14.00
Shelby Cnty Judge of Probate, AL
02/20/2007 11:28:00AM FILED/CERT

ELITE HOME MORTGAGE, LLC Assignment of Mortgage/~~Deed~~
of Trust
Pool #: LPO #: Loan #: 0069848711 /
Pin # 13-4-20-3-005-030.000 6912017215

For value received, ELITE HOME MORTGAGE, LLC
100 South Fifth Street, Minneapolis, MN 55402 hereby sells, assigns and transfers to:
Mortgage Electronic Registration Systems, Inc., P.O. Box 2026, Flint, Michigan 48501-2026, its
successors and assigns

its successors and assigns, all its right, title and interest in and to a certain mortgage/deed of trust executed by:
DAVID A SMITH AND ELEANOR M SMITH, HUSBAND AND WIFE

and bearing the date the 27 day of OCTOBER Year 2006 And
recorded in the office of the Recorder of SHELBY County,
State of ALABAMA in Book at Page
as Document No 20061103000542020 on the 3 day of November A.D. 2006
Signed the 7 day of NOVEMBER A.D. 2006

LEGAL ATTACHED

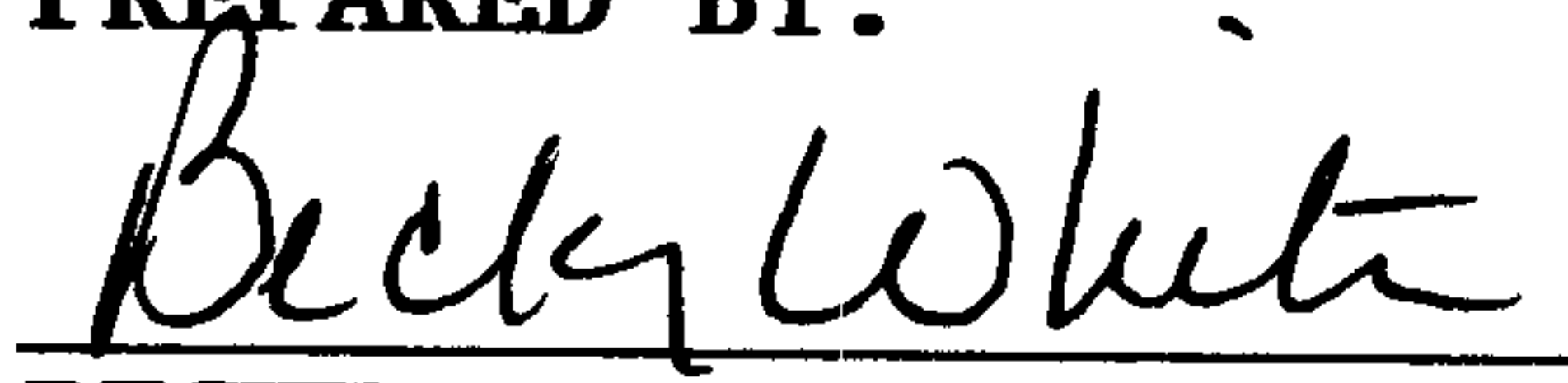
ELITE HOME MORTGAGE, LLC

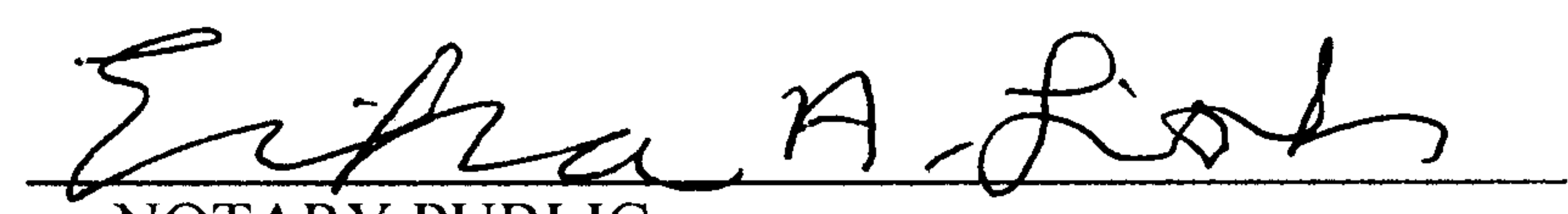
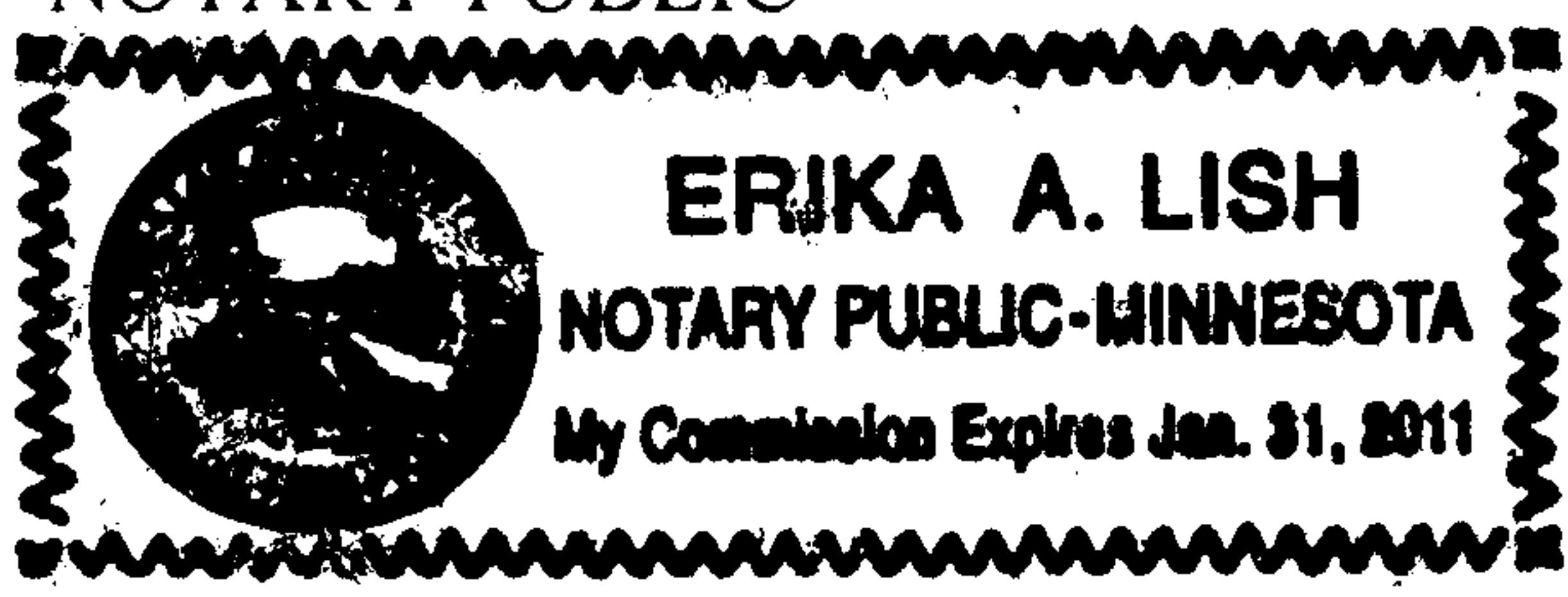

NATHANIEL SIMAR

Title VICE PRESIDENT OF LOAN
DOCUMENTATION

State of MINNESOTA }
County of HENNEPIN } SS
On this 7 Day of NOVEMBER A.D. 2006 before me, a Notary Public,
personally appeared NATHANIEL SIMAR 100 South Fifth Street, Minneapolis, MN 55402
to me known, who being duly sworn, did say that (he/she) is the VICE PRESIDENT OF LOAN
DOCUMENTATION
of ELITE HOME MORTGAGE, LLC, and that said instrument was signed on behalf of said company.

PREPARED BY: Joseph Asante

PREPARED BY:

BECKY WHITE
US BANK HOME MORTGAGE
4801 FREDERICA STREET
OWENSBORO, KY 42301


NOTARY PUBLIC


20070220000077450 2/2 \$14.00
Shelby Cnty Judge of Probate, AL
02/20/2007 11:28:00AM FILED/CERT

20061103000542020 3/18 \$370.40
Shelby Cnty Judge of Probate, AL
11/03/2006 11:06:18AM FILED/CERT

(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]

THIS IS A PURCHASE MONEY SECURITY INSTRUMENT. TAX STATEMENTS SHOULD BE
SENT TO: WELLS FARGO HOME MORTGAGE, P.O. BOX 17339, BALTIMORE, MD
212971339

LOT 1819 TO THE SURVEY OF OLD CAHABA, PHASE V, 1ST ADDITION, AS RECORDED
IN MAP BOOK 35 AT PAGE 120 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY
COUNTY, ALABAMA.

Parcel ID Number: 13-4-20-3-005-030.000
4191 OLD CAHABA PKWY
HELENA
("Property Address"):

which currently has the address of
[Street]
[City] , Alabama 35080 [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