

## ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, Mortgage Electronic Registration Systems, Inc. ("MERS") as nominee for Equifirst Corporation its successors and assigns, hereby assign and transfer to LVNV Funding its successors and assigns, all its right, title and interest in and to a certain mortgage executed by Derrick Morrison and Kimberly Morrison, and bearing the date of the 13 day of Oct. A.D. 2005 and recorded on the 27 day of Oct. A.D. 2005 in the office of the Recorder of Shelby County, State of AL in Book     at Pages    .  
Instrument # 20051027000580190

Signed on the 6th day of April A.D. 2007.

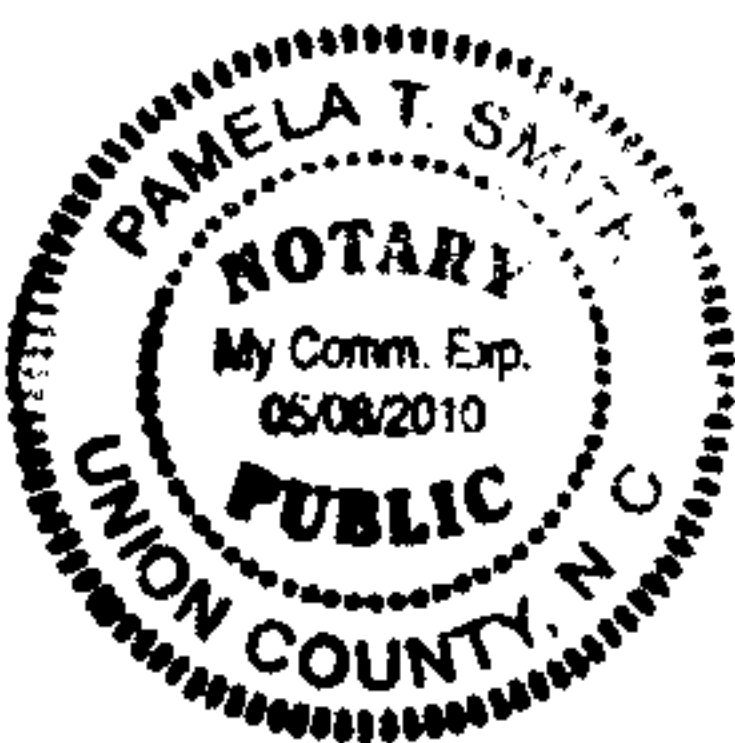


Mortgage Electronic Registration Systems, Inc. ("MERS")

By: [Signature]  
Andrea Okey, Assistant Secretary

State of North Carolina }  
County of Mecklenburg } ss:

On the 6<sup>th</sup> day of April, 2007, before me, a Notary Public, personally appeared Andrea Okey, 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.



[Signature]  
Notary Public

My Commission Expires: 5/8/10

Prepared By:  
Equifirst Corporation  
500 Forest Point Circle  
Charlotte, NC 28273

WHEN RECORDED MAIL TO:  
DOCX, LLC  
1111 Alderman Drive  
Suite 350  
Alpharetta, GA 30005

MIN: 100800100082889316

MERS Phone: 1-888-679-6377

198695722

20051027000500190 3/21 \$221.60  
Shelby Cnty Judge of Probate, AL  
10/27/2005 03 02 13PM FILED/CERT

# 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 MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the

County of Shelby ;  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

LOT 224, ACCORDING TO THE SURVEY OF WATERFORD VILLAGE - SECTOR 3, AS RECORDED  
IN MAP BOOK 31, PAGE 135, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KIMBERLY MORRISON AND KIMBERLY C. MORRISON ARE ONE AND THE SAME.

20070515000225990 2/2 \$14.00  
Shelby Cnty Judge of Probate, AL  
05/15/2007 09:21:29AM FILED/CERT

Parcel ID Number. 22-7-35-2-007-008.000

2107 Village Lane

Calera

("Property Address")

which currently has the address of

[Street]

[City] , Alabama 35040

[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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property, and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized 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

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Page 3 of 16

Initials

DM/KM

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