

16'

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Prepared By: JOSEPH ASANTE  
US BANK HOME MORTGAGE  
4801 FREDERICA ST Attn: Linda Dant  
OWENSBORO, KY 42301

Loan #: 0074008079 (Investor#: 6912021254)

MIN #: 100021269120212547

MERS Phone: 1-888-679-6377

20070619000286440 1/2 \$14.00  
Shelby Cnty Judge of Probate, AL  
06/19/2007 09:36:57AM FILED/CERT

Space Above this Line for County Recorder

### Assignment of Mortgage

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to:

Mortgage Electronic Registration Systems, Inc, P.O. Box 2026, Flint, Michigan 48501-2026

all beneficial interest under that certain Mortgage dated: April 04, 2007  
executed by: FRANK C HERRING, A MARRIED PERSON, JOINED BY HIS WIFE, LINDA L. HERRING

Beneficiary: ELITE HOME MORTGAGE, LLC

and recorded as Instrument No. <sup>BUD</sup> ~~on in Mortgage Book~~: 20070413000171290 ON 4-13-07

Page: , of Official Records in the County Recorders office of Shelby County

AL , describing land therein as:

LEGAL DESCRIPTION AS SHOWN AND/OR ATTACHED TO THE MORTGAGE REFERRED TO HEREIN.

Pin or Tax ID #: 34-3-06-3-002-054 Loan Amount: \$155,600.00

Property Address: 1000 ARONIMINK DRIVE, CALERA, AL 35040


TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Mortgage.

ELITE HOME MORTGAGE, LLC

Dated: April 13, 2007

State of Minnesota ) ss.

County of Hennepin

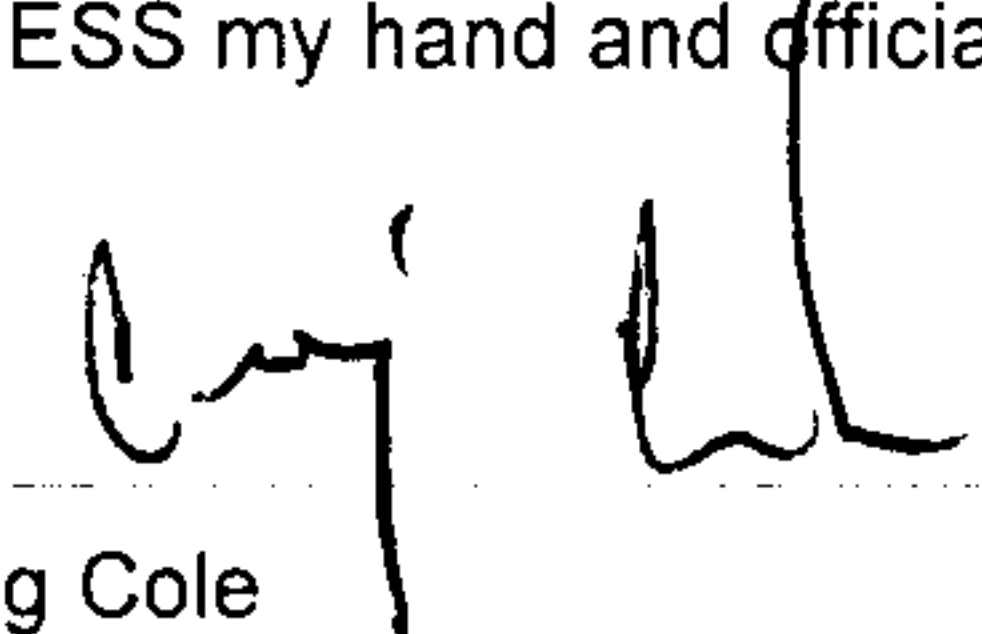
  
NATHANIEL SIMAR  
Vice President Loan Documentation, ELITE HOME  
MORTGAGE, LLC

On April 13, 2007

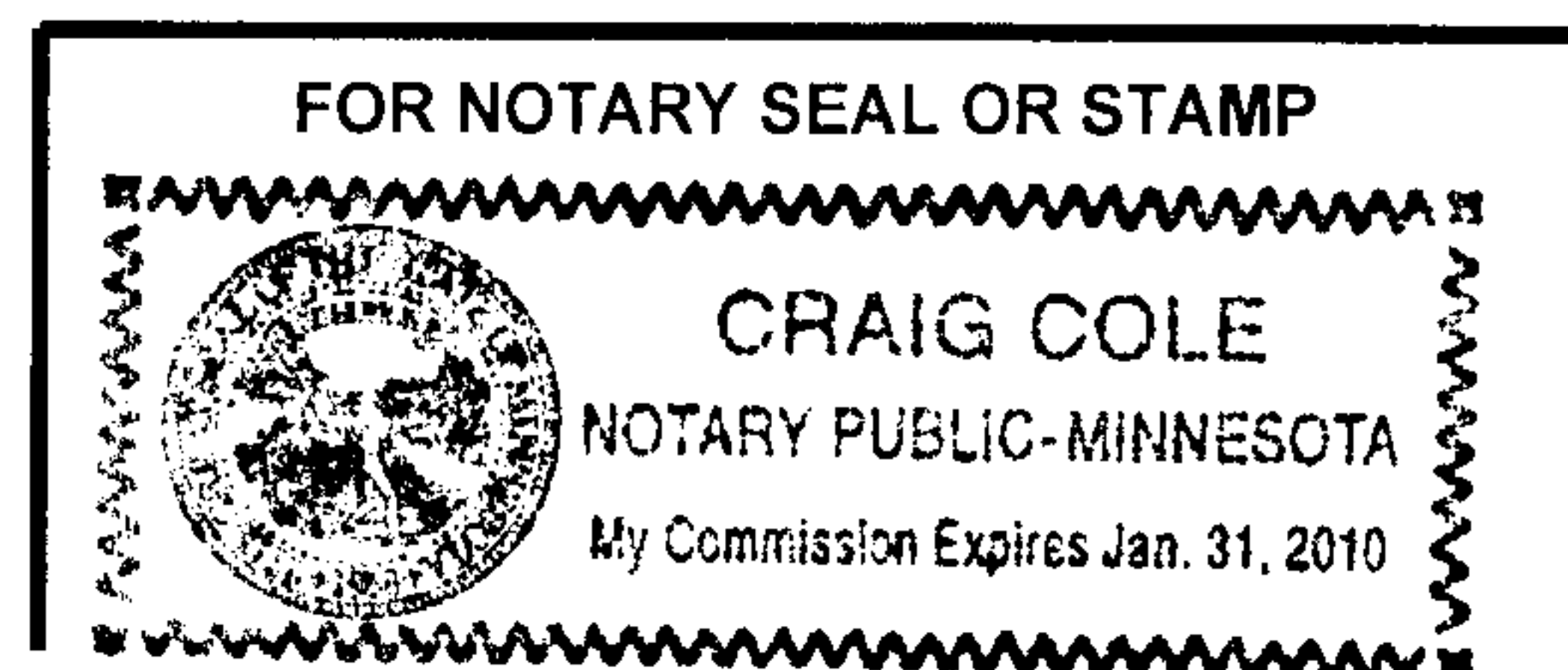
before me

personally appeared NATHANIEL SIMAR, Vice President Loan Documentation of ELITE HOME MORTGAGE, LLC known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies)

entity upon behalf of which the person(s) acted, executed the instrument.  
WITNESS my hand and official seal.

  
Craig Cole

(Seal)



RECORDER'S MEMORANDUM  
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction.

20070413000171290 3/18 \$295.40  
Shelby Cnty Judge of Probate, AL  
04/13/2007 08:14:11AM FILED/CERT  
mtg

"or in Interest of Borrower" means any party that has taken title to the Property, whether or 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 11701, NEWARK, NJ 071014701

LOT 94, ACCORDING TO THE SURVEY OF THE RESERVE AT TIMBERLINE, AS RECORDED IN MAP BOOK 34, PAGE 117 A, B, C AND D, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

20070619000286440 2/2 \$14.00  
Shelby Cnty Judge of Probate, AL  
06/19/2007 09:36:57AM FILED/CERT

Parcel ID Number: 34-3-06-3-002-054  
1000 ARONIMINK DRIVE  
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 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