

14-

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Prepared By: *Becky White*  
BRAINIA DIARRA  
US BANK HOME MORTGAGE  
4801 FREDERICA ST Attn: Linda Dant  
OWENSBORO, KY 42301

Loan #: 0075981175 (Investor#: 6912022194)

MIN #: *100021269120221944*

MERS Phone: 1-888-679-6377

20070801000359030 1/2 \$14.00  
Shelby Cnty Judge of Probate, AL  
08/01/2007 02:26:19PM 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: May 29, 2007  
executed by: JONATHAN A MAXWELL, A SINGLE PERSON AND SARAH R. WILLIAMS, A SINGLE PERSON

Beneficiary: ELITE HOME MORTGAGE, LLC

and recorded as Instrument No. on in Mortgage Book: *#20070531000254700 ON 5/31/07*

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 #:

Loan Amount: \$99,280.00

Property Address: 1218 SAVANNAH LANE, 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: June 07, 2007

State of Minnesota ) ss.

County of Anoka

*Nathaniel Simar*

NATHANIEL SIMAR

Vice President Loan Documentation, ELITE HOME MORTGAGE, LLC

On June 07, 2007

before me

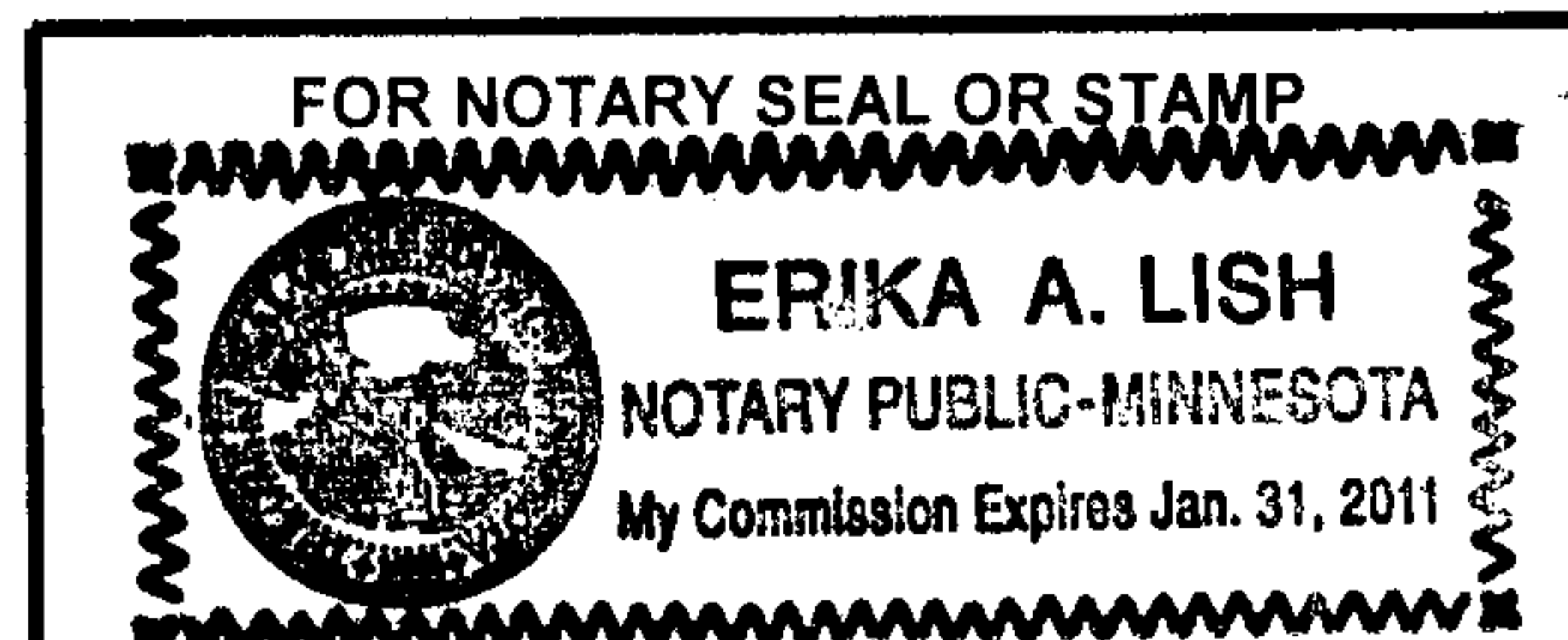
personally appeared NATHANIEL SIMAR, Vice President Loan Documentation of ELITE HOME MORTGAGE, LLC known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same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

*Erika A. Lish*

Erika A. Lish

(Seal)



(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 11701, NEWARK, NJ 071014701

LOT 57, ACCORDING TO THE AMENDED MAP OF SAVANNAH POINTE SECTOR IX, AS RECORDED IN MAP BOOK 37, PAGE 51 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

20070801000359030 2/2 \$14.00  
Shelby Cnty Judge of Probate, AL  
08/01/2007 02:26:19PM FILED/CERT

Parcel ID Number: NOT YET ASSIGNED. NEW CONST.  
1218 SAVANNAH 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 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