

1416462602

NOTARIAL ENDORSEMENT AND ASSIGNMENT OF MORTGAGE NOTE

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN, that on August 21, 2007, before the undersigned Notary Public, duly commissioned and qualified in and for the State and Parish aforesaid, personally came and appeared:
JEFFREY M. ROUSSEAU

Hereinafter called the "Appearer", duly authorized and herein representing CAPITAL ONE, NA, who after first duly sworn declared:

That, for value received, Capital One, NA does hereby assign, transfer, sell and deliver to:
JP MORGAN CHASE BANK, NATIONAL ASSOCIATION

Without recourse, one(1) certain mortgage note described as follows:

Dated and signed by the makers on: 6/25/2002
Original principal amount of: \$ 95920.00
Per annum interest rate of: 5.625%
Made and subscribed by: MATTHEW D HUTCHESON

Monthly Installments of: \$ 552.17
Payable to the order of: Peoples First Community Bank

Which said mortgage note is secured by a certain mortgage or deed of trust of even date therewith, was executed by the said parties and recorded in the Official Public Records of

SHELBY Parish/County, AL

All of the above mentioned instruments concerning the following described property:

LOT 102, COTTAGES AT STONEHAVEN, SECOND ADDITION, PHASE ONE, SHELBY COUNTY, ALABAMA.

The Capital One, NA is the legal and equitable owner of said mortgage note and mortgage or deed of trust with full power to sell and assign same: that it has executed no prior assignment or pledge thereof; that it has executed no release discharge, satisfaction or cancellation of said mortgage or deed of trust; that it has executed no instrument of any kind affecting the mortgage or deed of trust or the mortgage note or the liability of the maker of makers thereof.

And here the said Appearer, to evidence said transfer, did in his official capacity on behalf of the said Capital One, NA endorse the above described mortgage note to the order of:

JP MORGAN CHASE BANK, NATIONAL ASSOCIATION

Without recourse, and I, Notary Public, did paraph the same for identification herewith.

THUS DONE AND PASSED in my office in the State and Parish aforesaid, on the date first above written, in the presence of the undersigned competent witnesses, who have signed these presents with said Appearer and me, Notary Public, after a reading of the whole.

WITNESSES:

Andrea Blanchard
ANDREA BLANCHARD

Gloria Wilkins
GLORIA WILKINS

Capital One, NA

By:

Jeffrey M. Rousseau
JEFFREY M. ROUSSEAU
SR. VICE PRESIDENT

Nanda Young Jeffers
Notary Public
My Commission is For Life

#9509

20070914000430880 2/3 \$17.00
Shelby Cnty Judge of Probate, AL
09/14/2007 09:09:19AM FILED/CERT

20020701000307970 Pg 1/23 221 00
Shelby Cnty Judge of Probate, AL
07/01/2002 15 42 00 FILED/CERTIFIED

Return To:

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MORTGAGE

MIN 1000552-0000002508-8

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated June 25, 2002, together with all Riders to this document.

(B) "Borrower" is MATTHEW D. HUTCHESON, A SINGLE PERSON

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

10HUTCHESON, MA

ALABAMA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3001 1/01

VMP-6A(AL) (0005)

Page 1 of 15

MW 05/00

Initials: MDH

VMP MORTGAGE FORMS - (800)521-7291



20070914000430880 3/3 \$17.00
Shelby Cnty Judge of Probate, AL
09/14/2007 09:09:19AM FILED/CERT

20020701000307970 Pg 23/23 221 00
Shelby Cnty Judge of Probate, AL
07/01/2002 15:42:00 FILED/CERTIFIED

Loan No. _____

**RIDER TO FIXED/ADJUSTABLE RATE RIDER
(Fixed Rate Conversion Option)**

For 3/1A(30), 3/1A(15), J3/1A(30), J3/1A(15), 5/1A(30), 5/1A(15),
J5/1A(30), J5/1A(15), 7/1A(30), 7/1A(15), J7/1A(30), J7/1A(15)

THIS RIDER TO THE FIXED/ADJUSTABLE RATE RIDER is made this 25TH day of
JUNE, 2002 and is incorporated and shall be deemed to amend
and supplement the Fixed/Adjustable Rate Rider attached thereto (the "Adjustable Rate Rider") both of the same
date given by the undersigned (the "Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to
NATIONAL BANK OF COMMERCE OF BIRMINGHAM (the "Lender") of the same date and covering the
property in the Security Instrument and located at:

185 STONEBRIDGE CIRCLE, PELHAM, AL 35124

(Insert property address above)

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Fixed/Adjustable Rate
Rider, Borrower and Lender further covenant and agree as follows:
FIXED INTEREST RATE CONVERSION OPTION

The Note has been modified by means of a Rider to Fixed/Adjustable Rate Note to provide as follows:
FIXED INTEREST RATE CONVERSION OPTION

A. In addition to the conditions set forth in Section 5(A) of the Note, I also must first meet the
following conditions if I want to exercise the conversion option: (i) I must not have been more than 30 days
late in making any monthly payment due during the 12 month period immediately preceding the date I give
notice to the Note Holder that I wish to exercise the Conversion Option (the "Notice"); (ii) my ability to
pay the principal or any monthly payment must not have changed adversely since the date of the Note,
based upon the Note Holder's underwriting standards at the time I give the Notice; (iii) the appraised value
of the property described in the Security Instrument (the "Property") must not, at the time I give Notice, be
less than the appraised value of the Property as of the date of the Note; (iv) the status of the title to the
Property and of the policy of title insurance covering the Security Instrument at the time I give Notice must
not have been adversely affected since the date of the Note; (v) both the Property and I must meet the Note
Holder's underwriting and eligibility requirements in effect at the time I give the Notice; and (vi) by a date
specified by Note Holder, I must pay the Note Holder for the cost of any credit report and/or appraisal of
the Property, in addition to the conversion fee required under the Note.

B. In the event the loan evidenced by the Note and Security Instrument is sold to the Federal National
Mortgage Association or the Federal Home Loan Mortgage Corporation prior to my exercising the
Conversion Option, the terms and provisions of this Rider to Fixed/Adjustable Rate Note shall be void and
shall have no further force or effect.

**BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Rider to
Fixed/Adjustable Rate Rider.**

Matthew B. Hutcheson (Seal)
MATTHEW B. HUTCHESON -Borrower-

____ (Seal)
____ -Borrower-

____ (Seal)
____ -Borrower-

____ (Seal)
____ -Borrower-

____ -Witness-

____ -Witness-

"Ne Varietur" for identification with an Act of Mortgage passed before the above signed witness and me, Notary,

this 25th day of June, 2002

[Signature]
____ -Notary Public-

My commission expires: 10-2-05
CONVERSION ADDENDUM TO FIXED/ADJUSTABLE RATE RIDER
RDR/fxadj