

1416486262

**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: 7/15/2003  
Original principal amount of: \$ 129100.00  
Per annum interest rate of: 4.75%  
Made and subscribed by: DANIELLE S MCCORMICK

Monthly Installments of: \$ 673.45  
Payable to the order of: Community Home Loan, L.L.C.

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 6, 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  
SR. VICE PRESIDENT

Nanda Youngoffman  
Notary Public  
My Commission is For Life

#9501



20070914000430890 2/3 \$17.00  
Shelby Cnty Judge of Probate, AL  
09/14/2007 09:09:20AM FILED/CERT

20030820000548390 Pg 1/13 240.66  
Shelby Cnty Judge of Probate, AL  
08/20/2003 08:48:00 FILED/CERTIFIED  
99860991

After Recording Return To:

James R. Moncus, Jr.  
1313 Alford Avenue  
Birmingham, Alabama 35226

[Space Above This Line For Recording Data]

## MORTGAGE

### 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 August 15, 2003, together with all Riders to this document.

(B) "Borrower" is Danielle S. McCormick, a single person

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is Coats & Co., Inc.. Lender is a corporation organized and existing under the laws of Alabama. Lender's address is 2000B South Bridge Parkway #200 Birmingham, AL 35209. Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated August 15, 2003. The Note states that Borrower owes Lender One Hundred Twenty Nine Thousand One Hundred and no Dollars (U.S.\$ 129,100.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full no later than September 1, 2033.

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by the Borrower [check box as applicable]:

☒ Adjustable Rate Rider  
☐ Balloon Rider  
☐ 1-4 Family Rider

☐ Condominium Rider  
☐ Planned Unit Development Rider  
☐ Biweekly Payment Rider

☐ Second Home Rider  
☐ Other(s) [Specify] \_\_\_\_\_

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association, or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(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.





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**PLANNED UNIT DEVELOPMENT RIDER** LOAN NO. 99860997

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 15th day of August 2003, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to Coats & Co., Inc.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

130 Beach Circle, Birmingham, AL 35242

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

any restrictions of record or any amendments thereto

(the "Declaration"). The Property is a part of a planned unit development known as

Cahaba Beach Townhomes

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

**PUD COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. **PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. **Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. **Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. **Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association;

or  
(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. **Remedies.** If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Danielle S. McCormick  
(Seal)  
Borrower

MULTISTATE PUD RIDER - SINGLE FAMILY - FNMA/FHLMC UNIFORM INSTRUMENT  
ISC/CPUDR\*\*/0291/3150(09-90)-L

FORM 3150 01/01

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08/20/2003 08:48:00 FILED/CERTIFIED