

1416480042

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: 7/8/2003

Original principal amount of: \$ 131200.00

Per annum interest rate of: 4%

Made and subscribed by: GIFFORD A USHER
JEANNINE W USHER

Monthly Installments of: \$ 626.37

Payable to the order of: Coats & Co., Inc.

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:

See attached

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

[Signature]
Notary Public
My Commission is For Life

#1501


20070914000430940 2/4 \$20.00
Shelby Cnty Judge of Probate,AL
09/14/2007 09:09:25AM FILED/CERT

Lot 320, according to the Survey of Phase I, Fieldstone Park, Third Sector, as recorded in Map Book 18, page 113, in the Probate Office of Shelby County, Alabama.

20070914000430940 3/4 \$20.00
Shelby Cnty Judge of Probate, AL
09/14/2007 09:09:25AM FILED/CERT

20030721000462390 Pg 1/13 243.80
Shelby Cnty Judge of Probate, AL
07/21/2003 10:19:00 FILED/CERTIFIED
99856848

After Recording Return To:

L.H. (WOODY) HAMILTON JR., P.C.
4 OFFICE PARK CIRCLE STE. 303
BIRMINGHAM, AL 35223

[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 July 8, 2003, together with all Riders to this document.

Gifford A Usher and Gifford Usher are one and the same

(B) "Borrower" is Gifford A. Usher and spouse, Jeannine W. Usher
Jeannine W Usher and Jeannine Usher are one and the same
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 SouthBridge Parkway #200 Birmingham, AL 35209. Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated July 8, 2003. The Note states that Borrower owes Lender One Hundred Thirty One Thousand Two Hundred and no/100 Dollars (U.S.\$ 131,200.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full no later than August 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]:

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [Specify] _____ |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |

(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.

LOAN NO. 99856848

20030721000462390 Pg 13/13 243.00
Shelby Cnty Judge of Probate, AL
07/21/2003 10:19:00 FILED/CERTIFIED

RIDER TO FIXED/ADJUSTABLE RATE RIDER

(Fixed Rate Conversion Option)

For 3-1 ARM (30), 3-1 ARM (15), JB 3-1 ARM (30), JB 3-1 ARM (15), 5-2 ARM (30), 5-2 ARM (15),
JB 5-2 ARM (30), JB 5-2 ARM (15), 7-1 ARM (30), 7-1 ARM (15), JB 7-1 ARM (30),
JB 7-1 ARM (15), 10-1 ARM (30), 10-1 ARM (15), JB 10-1 ARM (30), AND JB 10-1 ARM (15)

THIS RIDER TO THE FIXED/ADJUSTABLE RATE RIDER is made this 8th day of

July, 2003 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

Coats & Co., Inc. (the "Lender") of the same date and covering the
property in the Security Instrument and located at:

106 Stoneridge Circle
Helena, AL 35080

(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.

Gifford A. Usher (Seal)
Gifford A. Usher -Borrower-

Jeannine W. Usher (Seal)
Jeannine W. Usher -Borrower-

____ (Seal)
____ -Borrower-

____ (Seal)
____ -Borrower-