

RECORD AND RETURN TO:

Robert Reynolds

P.O. Box 1389

Montgomery, AL 36102

THIS INSTRUMENT PREPARED BY:

Compass Bank

401 W Valley Ave

Birmingham, AL 35209

20070919000438800 1/7 \$29.00
Shelby Cnty Judge of Probate, AL
09/19/2007 09:20:51AM FILED/CERT

RECORD SECOND

For Filing in Shelby County,
Alabama

ASSIGNMENT OF
MORTGAGE, LIEN AND OTHER COLLATERAL

THIS ASSIGNMENT OF MORTGAGE, LIEN AND OTHER COLLATERAL (this "Assignment") is made effective as of February 25, 1999 by **WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION** (formerly known as *Norwest Banking Minnesota, National Association*), a national banking corporation, in its capacity as Trustee of the Compass Residential Mortgage Trust Series 1999-1 (the "Trust") for the benefit of the holders of Mortgage Pass-Through Certificates in such Trust (the "Trustee") to and for the benefit of the Servicer (as defined in Background paragraph 2 below).

BACKGROUND

1. **COMPASS BANK**, an Alabama banking corporation ("Compass"; Compass Bank being formerly known as *Central Bank of the South*), pursuant to the terms and conditions of that certain Contribution Agreement (the "Contribution Agreement") dated as of February 1, 1999 between **COMPASS LOAN HOLDINGS, INC.**, an Alabama corporation ("Compass Loan Holdings") and Compass, for itself and as successor by merger or consolidation with the entities listed in Background paragraph 5 below, and pursuant to certain other agreements and corporate action conveyed to Compass Loan Holdings all of Compass' right, title and interest in that certain mortgage promissory note and all related collateral and security therefor and documentation thereof including the mortgage described on Exhibit A hereto (collectively said note and mortgage assigned thereby shall be referred to herein as the "Mortgage"), which Mortgage encumbers real property located in Shelby County in the State of Alabama.

2. In turn, Compass Loan Holdings then conveyed all of its right, title and interest in the Mortgage to **COMPASS MORTGAGE FINANCING, INC.**, a Delaware corporation

("Compass Mortgage Financing"), pursuant to the terms and conditions of that certain Residential Mortgage Loan Purchase Agreement (the "Purchase Agreement") dated as of February 1, 1999, between Compass Loan Holdings, as seller, and Compass Mortgage Financing, as purchaser.

3. Compass Mortgage Financing then conveyed all of its right, title and interest in the Mortgage to the Trustee, pursuant to the terms and conditions of that certain Pooling and Servicing Agreement by and among Compass Mortgage Financing, as depositor, Compass Loan Holdings, as seller, Compass, as servicer (the "Servicer"), Wells Fargo Bank Minnesota, National Association (formerly known as Norwest Bank Minnesota, National Association), in its capacity as document custodian and as Trustee dated as of February 25, 1999 (the "Pooling and Servicing Agreement").

4. The Trustee has agreed, pursuant to Section 3.8(d) of the Pooling and Servicing Agreement, to convey all of its right, title and interest in the Mortgage to the Servicer, *for the purposes of collection only, including but not limited to acceleration of maturity, foreclosure, and all other actions which are necessary, appropriate or convenient for the purpose of enforcing the obligation evidenced by the Mortgage.*

5. Compass is the prior owner and holder (prior to Compass Loan Holdings) of the Mortgage, although the named mortgagee in the Mortgage subject hereto may be in a name formerly used by Compass or may be a predecessor entity to either Compass or to entities which have been merged into or consolidated with Compass. Accordingly, for the purpose of identifying Compass as the Assignor herein of the Mortgage, the following information is given:

a) Compass was formerly known as Central Bank of the South (by name change effectuated by approval of the State of Alabama State Banking Department filed with the Alabama Secretary of State on November 8, 1993).

b) Compass is successor by merger with, direct or indirect acquisition of or consolidation with the following institutions:

Central Bank of the South
Jacksonville State Bank
Central Bank
Central Bank, N.A.
Central Bank of Shelby County
Central Bank of Dothan, N.A.
Central Bank of Walker County
Central Bank of Oxford
Central Bank of Oxford, N.A.
First National Bank of Baldwin County
First City National Bank of Oxford
Central Bank of Mobile
Central Bank of Mobile, N.A.
Central Bank of Eufaula
Central Bank of Auburn, N.A.

Central Bank of Montgomery
Central Bank of St. Clair County
Central Bank of Birmingham
Central Bank of Uniontown
Central Bank of Tuscaloosa, N.A.
Central Bank of Alabama, N.A.
First Federal Savings Bank of Northwest Florida
Community First Bank
Gainesville State Bank
Compass Bank (Jacksonville, Florida)
Compass Bank, National Association (Pensacola, Florida)
Compass Bank (Ft. Walton Beach, Florida)
Liberty Bank of Ft. Walton Beach
Enterprise National Bank
Interstate Bank North
City National Bank of Carrollton
First Western National Bank
Cornerstone Bank, N. A.
Spring National Bank
Security Bank, N.A.
Bank of San Antonio
Security Bank
Equitable Bank
Post Oak Bank
Peoples National Bank
The Royall National Bank
Texas American Bank
ProBank
Horizon Bank & Trust, S.S.B.
Commerce National Bank
The Texas National Bank of Waco
West University Bank, N.A.
Fidelity Bank, N.A.
Hill Country Bank
Compass Bank (Houston, Texas)
Compass Bank-Houston Compass Bank-Dallas
Compass Bank-San Antonio
Compass Bank-Central Texas
Arizona Bank
Hartland Bank, National Association

6. The recording data for the Assignments referenced in Paragraphs 1-3 above is described in Exhibit B attached hereto and made a part hereof.

AGREEMENT

The Trustee, in consideration of the agreements set forth in the Pooling and Servicing Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has sold, assigned, transferred, set over and otherwise conveyed to the Servicer, *for the purposes of collection only, including but not limited to acceleration of maturity, foreclosure, and all other actions which are necessary, appropriate or convenient for the purpose of enforcing the obligation evidenced by the Mortgage*, and by these presents hereby sells, assigns, transfers, sets over and otherwise conveys to the Servicer, *for the purposes of collection only, including but not limited to acceleration of maturity, foreclosure, and all other actions which are necessary, appropriate or convenient for the purpose of enforcing the obligation evidenced by the Mortgage*, without recourse, representation or warranty, all of the Trustee's right, title, and interest in, to and under the Mortgage, and all proceeds thereto, TO HAVE AND TO HOLD the same unto the Servicer, *for the purposes of collection only, including but not limited to acceleration of maturity, foreclosure, and all other actions which are necessary, appropriate or convenient for the purpose of enforcing the obligation evidenced by the Mortgage*, its successors and assigns forever.

[SIGNATURES BEGIN ON NEXT PAGE]

[Signature Page to Assignment of Mortgage, Lien and Other Collateral]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer or representative as of the day and year first set forth above.

**WELLS FARGO BANK MINNESOTA,
NATIONAL ASSOCIATION**, in its capacity as
Trustee of the Compass Residential Mortgage Trust
Series 1999-1 for the benefit of the holders of
Mortgage Pass-Through Certificates in such Trust

By: COMPASS BANK, in its capacity as
Attorney-in-Fact for Wells Fargo Bank
Minnesota, National Association, pursuant
to that certain Limited Power of Attorney
dated _____, 20__

By: [Signature]
Name: Jennifer Smith
Title: Foreclosure Manager

STATE OF AL

Blount COUNTY

I, Bobbie J Cole, a Notary Public in and for said County in
said State, hereby certify that Jennifer Smith, whose name as Foreclosure Manager, of
Compass Bank in its capacity as Attorney-in-Fact for Wells Fargo Bank Minnesota, National
Association, a national banking association (acting in its capacity as Trustee of the Compass
Residential Mortgage Trust Series 1999-1 for the benefit of the holders of Mortgage Pass-
Through Certificates in such Trust), is signed to the foregoing instrument and who is known to
me, acknowledged before me on this day that, being informed of the contents of this instrument,
he, as such officer of Compass Bank and with full authority, executed the same voluntarily for
and as the act of Compass Bank in its capacity as Attorney-in-Fact for Wells Fargo Bank
Minnesota, National Association, as aforesaid.

Given under my hand and seal this the 7th day of September, 2007.

[NOTARIAL SEAL]

Notary Public Bobbie J Cole
My commission expires: COMMISSION EXPIRES JULY 21, 2009

EXHIBIT "A"

Mortgage from Mary Ann Brewer to Compass Bank dated March 11, 1998,
and recorded March 24, 1998, Instrument Number 1998- 10317, in the Office of
the Judge of Probate of Shelby County, Alabama.



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EXHIBIT "B"

Assignment of Mortgage from Compass Bank to Norwest Bank Minnesota, National Association dated February 25, 1999, and recorded 9/19/2007 (Date), as Instrument * - _____, in the Office of the Judge of Probate of Shelby County, Alabama.

*Inst # 20070919000438790