

141

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Prepared By: LINDA STREAM
US BANK HOME, N.A.
4801 FREDERICA ST Attn: Linda Dant
OWENSBORO, KY 42301

Loan #: 0085985422 (Investor#: 6912031042)

MIN #: 100021269120310424

MERS Phone: 1-888-679-6377

20080801000310770 1/2 \$14.00
Shelby Cnty Judge of Probate, AL
08/01/2008 02:40:39PM 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, PO Box 2026, Flint, MI 48501-2026

all beneficial interest under that certain Mortgage dated: March 27, 2008
executed by: MICHAEL O FINDLAY, A SINGLE PERSON and CHERYL B BENCE, A SINGLE PERSON

Beneficiary: ELITE HOME MORTGAGE, LLC

and recorded as Instrument No. ~~on in Mortgage Book~~: 20080331000127740 ON 3-31-08

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 #: 35-1-01-1-002-029

Loan Amount: \$129,315.00

Property Address: 1001 RIVIERA DRIVE, 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: April 11, 2008

State of Minnesota) ss.

County of Anoka

LINDA STREAM

Vice President Loan Documentation, ELITE HOME
MORTGAGE, LLC

On April 11, 2008

before me

personally appeared LINDA STREAM, 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

(Seal)

FOR NOTARY SEAL OR STAMP

(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 59, ACCORDING TO THE SURVEY OF THE RESERVE AT TIMBERLINE, AS RECORDED IN MAP BOOK 34, PAGE 117 A, B, C & D, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Parcel ID Number: 35-1-01-1-002-029
1001 RIVIERA DRIVE
CALERA

which currently has the address of
[Street]

[City] , Alabama 35040

[Zip Code]

("Property Address"):

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