RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Prepared By: MOYEME TOGLO

US BANK HOME, N.A.

4801 FREDERICA ST Attn: Linda Dant

OWENSBORO, KY 42301

Loan #: 0090670738 (Investor#: 6912035327)

MIN#: 100021212120353275

MERS Phone: 1-888-679-6377

Shelby Cnty Judge of Probate, AL 01/09/2009 10:04:11AM 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, P.O. Box 2026, Flint, Michigan 48501-2026

all beneficial interest under that certain Mortgage dated:

September 30, 2008

executed by: SHANNON C LOVERING, A MARRIED PERSON

Beneficiary: ELITE HOME MORTGAGE, LLC

and recorded as Instrument No. on in Mortgage Book: 2008/00300039/620 0N 10-3-08

, of Official Records in the County Recorders office of Shelby County Page:

, describing land therein as:

LEGAL DESCRIPTION AS SHOWN AND/OR ATTACHED TO THE MORTGAGE REFERRED TO HEREIN. ho_4 λ

Pin or Tax ID#: 13-5-16-4-001-001

Loan Amount: \$127,920.00

Property Address: 136 ARBOUR PLACE, HELENA, AL 35080

TOGETHER with the note or notes therein described or referred to, the money due and to bécome due thereon with interest, and all rights accrued or to accrue under said Mortgage.

ELITE HOME MORTGAGE LLC

Dated: October 08, 2008

State of Minnesota) **ss**.

October 08, 2008

County of Anoka

CRAIG COLE

Vice President Loan Documentation, ELITE HOME

MORTGAGE, LLC

before me

personally appeared CRAIG COLE, 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)

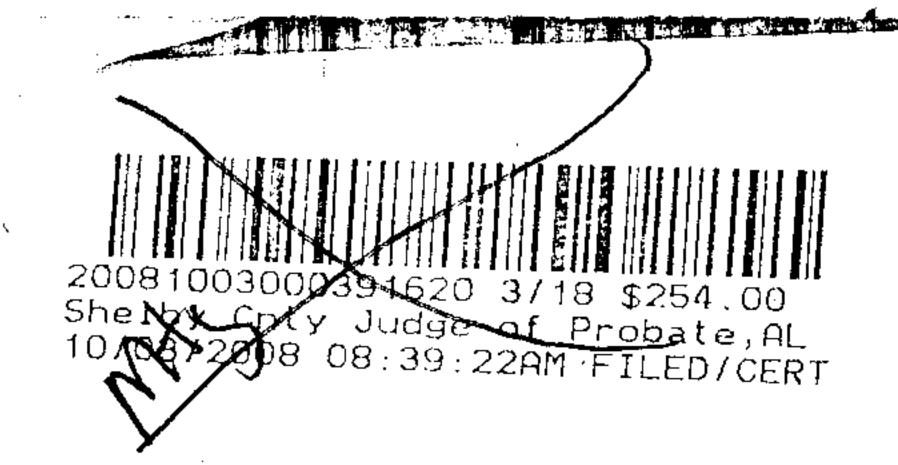
entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal.

(Seal)

Erika A. Lish

NOTARY PUBLIC-MINNESOTA My Commission Expires Jan. 31, 2011

RECORDER'S MEMORANDUM At the time of recordation, this instrument was found inadequate for the best photographic reproduction.



interest of Borrower" means any party that has taken title to the Property, whether or 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 of SHELBY COUNTY

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

THIS IS A PURCHASE MONEY SECURITY INSTRUMENT. TAX STATEMENTS SHOULD BE WELLS FARGO HOME MORTGAGE, P.O. BOX 11701, TO: SENT 071014701

LOT 114, ACCORDING TO THE SURVEY OF HILLSBORO SUBDIVISION PHASE III, AS RECORDED IN MAP BOOK 39, PAGE 123 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Parcel ID Number: 13-5-16-4-001-001

which currently has the address of

[Street]

136 ARBOUR PLACE

[City], Alabama 35080

[Zip Code]

("Property Address"):

HELENA

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

Form 3001 1/01

-6(AL) (0005)

200901090000007050 2/2 \$14.00 Shelby Cnty Judge of Probate, AL 01/09/2009 10:04:11AM FILED/CERT