U.S. Bank Home Mortgage 4801 Frederica Street Owensboro, KY 42301

Attn: Linda Dant

MERS Phone # 888-679-6377 Min#/MALA(A120364884

| HOMESERVICES LEN<br>MORTGAGE SOUTH | DING, LLC SERIES A DBA | Assignment of Mortgage/ <del>Deed of Trust</del> |  |  |  |
|------------------------------------|------------------------|--|--|--|--|
| Pool #:                            | LPO #:                 | Loan #: 0090126913-<br>6912036488                |  |  |  |

For value received, HOMESERVICES LENDING, LLC SERIES A DBA MORTGAGE SOUTH \* 6800 France Auc South, Edina, MN 55435 2701 Wells Fargo Way, Minneapolls, MN 55408 hereby sells, assigns and transfers to: Mortgage Electronic Registration Systems Inc. P.O. Box 2026 Flint Michigan 48501-2026

|   |                                | System   | 13, IIIC, F.O. D               | OX 2020, 1 111       | it, imonigan               | 7000 1 - LULO            |          |
|---|--------------------------------|--|--------------------------------|----------------------|----------------------------|--------------------------|----------|
| its successors and a                            |                                |  | erest in and to<br>D DENA M BE |                      |                            |                          | ıted by: |
| and bearing the date recorded in the office     |                                |  | y of                           | OCTOBER<br>SHELBY    | ·                          | Year 2008                | County   |
| State of as Document No. 2                      | ALABAMA                        | <del>, , , _ , _ , _ , _ , _ , _ , _ , _ , _</del> | in Book<br>e <u>14</u>         |                      | at Pag<br>ctober           | e                        |          |
| Signed the Witness JOSEF                        | 15<br>H ASANTE                 | day of HOM SOUT                                    | OCTOBEF IESERVICES I TH        | <del></del>          | A.D. 2008<br>LC SERIES A   | DBA MOR                  | TGAGE    |
| Witness BRIAN                                   | MA DIARRA                      |  |                                | NATHANI              | EL SIMAR                   |                          |          |
| LINDA STREAM<br>Vice President<br>Documentation | of Loan                        | EGALAI   | TACHE                          |                      | SIDENT OF NTATION          | LOAN                     |          |
|   | ESOTA  NEPIN  Day of  NATHANIE | OCTOBER<br>L SIMAR                                 |                                | D. 2008<br>Eargo Way | before me,<br>Minneapolis, | a Notary Pub<br>MN-55408 | olic,    |
| to me known, who be                             | eing duly sworn,               | did say that (i                                    |                                | DOCUM                | RESIDENT OF                |                          | 14/20    |

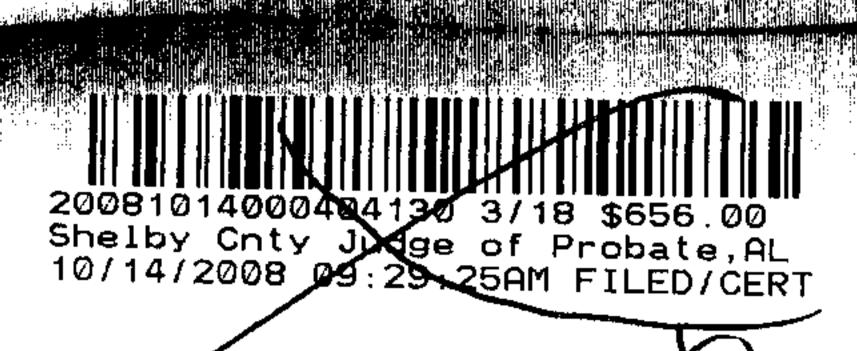
OF HUMESERVICES LENDING, LLC SERIES A DBA MURIGAGE SOUTH, and that said instrument was signed on behalf of said company.

PREPARED BY: Moyeme Toglo

NOTARY PUBLICATION Expires Jan. 31, 2011 S Erika-Lish

ERIKA A. LISH NOTARY PUBLIC-MINNESOTA

200903160000094550 1/2 \$14.00 Shelby Cnty Judge of Probate,AL 03/16/2009 10:30:01AM FILED/CERT



(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether of the 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 OCOUNTY

[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 86, according to the Survey of Sterling Gate, Sector 5, as recorded in Map Book 37, page 114 in the Probate Office of Shelby County, Alabama.

Subject to 2008 and subsequent years ad valorem taxes.

200903160000094550 2/2 \$14.00 Shelby Cnty Judge of Probate, AL 03/16/2009 10:30:01AM FILED/CERT

Subject to Amended and Restated Declaration of Protective Covenants filed in the Office of the Judge of Probate of Shelby County, Alabama.

Subject to easements, exceptions, reservations, encumbrances, liens, rights of way and restrictions of record or visible on said property.

Parcel ID Number:

which currently has the address of

417 STERLING PARK CIRCLE

[Street]

ALABASTER

[City], Alabama 35007

[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

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Form 3001 1/01

-6(AL) (0005)

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