

14-
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

Loan #: 0095110011 (Investor#: 6912039657)

MIN #: 100024269120396571
MERS Phone: 1-888-679-6377

20090416000139730 1/2 \$14.00
Shelby Cnty Judge of Probate, AL
04/16/2009 12:11:16PM 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: December 23, 2008
executed by: MARC B QUESENBERRY, A MARRIED PERSON, JOINED BY HIS WIFE, KIMBERLY T.
QUESENBERRY

Beneficiary: ELITE HOME MORTGAGE, LLC

and recorded as Instrument No. on in Mortgage Book: Date 1-7-09

Page: , of Official Records in the County Recorders office of Shelby County
AL , describing land therein as: Inst 20090101000003950

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

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

Loan Amount: \$151,905.00

Property Address: 141 ARBOUR PLACE, HELENA, AL 35080

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: January 02, 2009

State of Minnesota) ss.

County of Anoka



BRIAMA DIARRA

Vice President Loan Documentation, ELITE HOME
MORTGAGE, LLC

On January 02, 2009

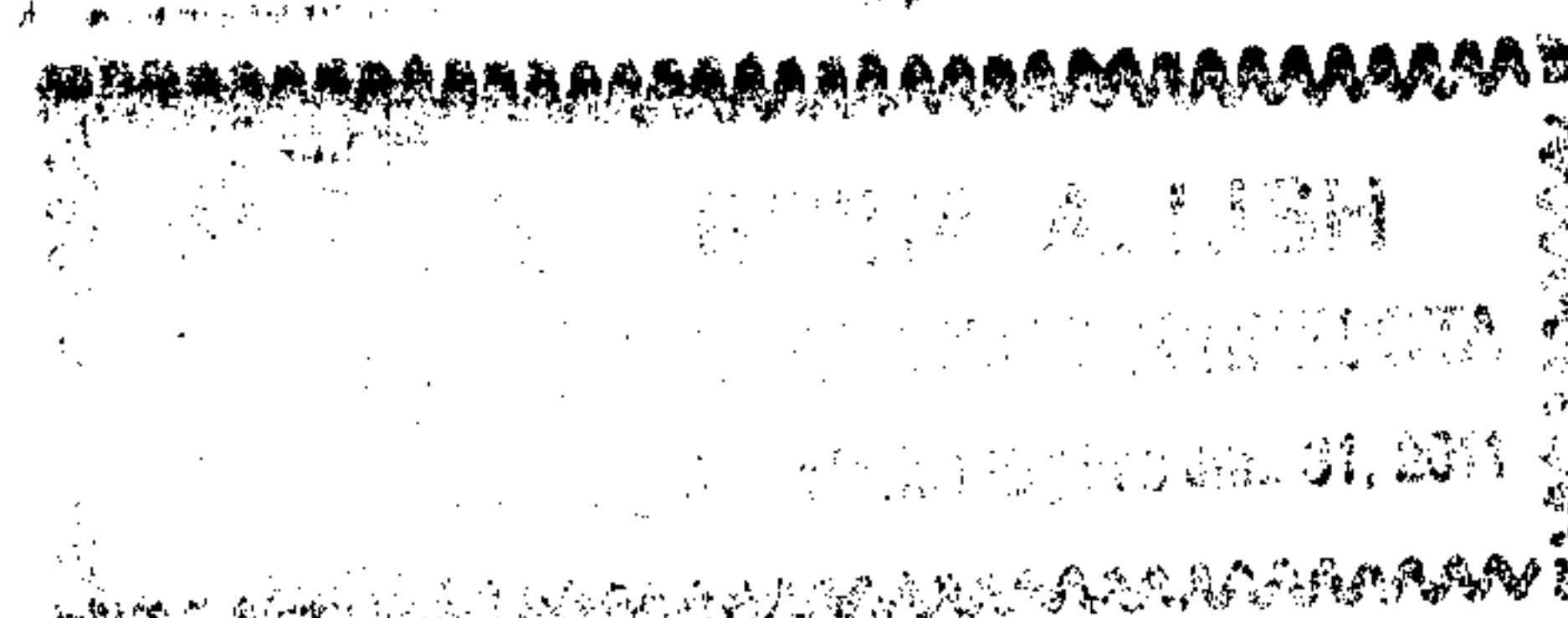
personally appeared BRIAMA DIARRA, Vice President Loan Documentation of ELITE HOME MORTGAGE, LLC known to me (or proved
to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in 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



20090416000139730 2/2 \$14.00
Shelby Cnty Judge of Probate, AL
04/16/2009 12:11:16PM FILED/CERT

20090107000003950 3/18 \$290.00
Shelby Cnty Judge of Probate, AL
01/07/2009 08:40:05AM FILED/CERT

(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 107, ACCORDING TO THE SURVEY OF HILLSBORO SUBDIVISION PHASE III, AS RECORDED IN MAP BOOK 39, PAGE 123 A, B AND C, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Parcel ID Number: 13-5-16-4-001-001
141 ARBOUR PLACE
HELENA

which currently has the address of

[Street]

[City] , Alabama 35080

[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