

14

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 #: 0093523702 (Investor#: 6912038350)

MIN #: 100021269120383504
MERS Phone: 1-888-679-6377

20090615000228010 1/2 \$14.00
Shelby Cnty Judge of Probate, AL
06/15/2009 02:42:23 PM 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: November 05, 2008
executed by: MONTGOMERY NEWPORT, A MARRIED PERSON AND HIS WIFE MELISSA M. NEWPORT

Beneficiary: HOMESERVICES LENDING, LLC SERIES A DBA MORTGAGE SOUTH

and recorded as Instrument No. on in Mortgage Book: 20081112000436820 ON 11-12-08

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 #: 11-7-35-0-001-012.018 Loan Amount: \$282,000.00

Property Address: 1013 LAKE POINT LANE, BIRMINGHAM, AL 35244

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.

HOMESERVICES LENDING, LLC SERIES A DBA
MORTGAGE SOUTH

Dated: November 13, 2008

State of Minnesota) ss.

County of Hennepin

CRAIG COLE

Vice President Loan Documentation,
HOMESERVICES LENDING, LLC SERIES A DBA
MORTGAGE SOUTH

On November 13, 2008

before me

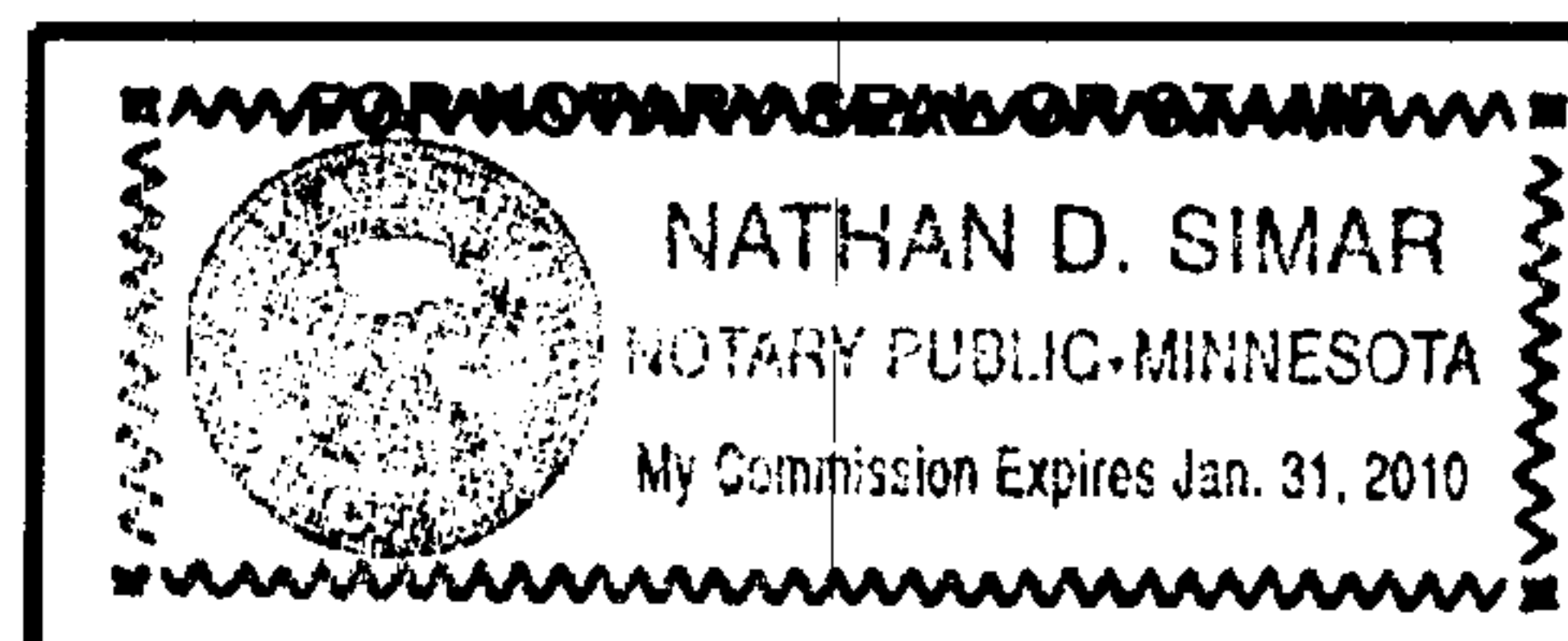
personally appeared CRAIG COLE, Vice President Loan Documentation of HOMESERVICES LENDING, LLC SERIES A DBA MORTGAGE SOUTH known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they 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.



Nathan D. Simar

(Seal)



(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]

TAX STATEMENTS SHOULD BE SENT TO: WELLS FARGO HOME MORTGAGE, P.O. BOX 11701, NEWARK, NJ 071014701

Lot 2012, according to the Survey of Lake Point Estates, as recorded in Map Book 11, Page 57 in the Probate Office of Shelby County, Alabama.

Mineral and mining rights excepted.

Subject to all easements, restrictions and rights of way of record.

The proceeds of this loan have been applied to the refinance of the property herein described.

Parcel ID Number: 11-7-35-0-001-012.018
1013 LAKE POINT LANE
BIRMINGHAM
("Property Address"):

which currently has the address of
[Street]
[City] , Alabama 35244 [Zip Code]

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