2306

REAL ESTATE LIEN ASSIGNMENT

STATE OF ALABAMA
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS that FIRST CAPITAL MORTGAGE CORPORATION (the "Transferor", whether one or more) for and in consideration of the sum of ($ N/A) paid to the Transferor by ALTUS BANK, A FEDERAL SAVINGS BANK (the "Transferee") the receipt of which is hereby acknowledged, does hereby TRANSFER, SET OVER AND ASSIGN unto the Transferee, that certain Promissory Note for Thirty-nine Thousand, Seven Hundred and no/100---------- ($ 39,700.00) dated July 21, 1987 made by Lewis W. and Jeanie Mae Johnson being payable to FIRST CAPITAL MORTGAGE CORPORATION or order.

AND, for the same consideration, the transferor does hereby TRANSFER, SET OVER AND ASSIGN unto the Transferee that certain Mortgage (the "Lien") from Lewis W. and Jeanie Mae Johnson to FIRST CAPITAL MORTGAGE CORPORATION dated the 21st day of July, 19 87, recorded in Real Property Book 143, Page 230 of the records in the office of the Judge of Probate Court, SHELBY County, Alabama, which secures the payment of the aforesaid note.

AND, the Transferor does hereby REMISE, RELEASE AND QUITCLAIM unto the Transferee all of the right, title and interest of the transferor in and to the premises and property designated in the Lien, it being the intention of the undersigned to transfer to the Transferee the said debt and the note which evidences the same and said security therefor.

AND, the Transferor represents and warrants to the Transferee that (1) the Lien has not been amended, (11) that there have been no defaults under the lien, (III) that the Transferor has made no prior assignments of the Lien, (IV) that the Transferor has good and lawful right to assign the same, (V) that there are no liens superior to the Lien except: (x) None or ( ) _____ from _____ to _____ which the Transferor warrants the unpaid balance on such debt to be no more than $_____ (VI) that all disclosures and notices required by the Federal Consumer Credit Protection Act and by the regulations of the Board of Governors promulgated pursuant thereto have been properly made and given in regard to the Lien and (VII) that all other laws, rules and regulations applicable to the Lien have been fully and faithfully complied with.

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The Transferor hereby warrants the unpaid balance on said note to be not less than $ 39,700.00.

IN WITNESS WHEREOF, the Transferor has executed this assignment and set the Transferor's hand and seal on this 21st day of July, 19 87.

STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED

1987 JUL 30 PM 1:28

JUDGE OF PROBATE

By: _____

Title: Vice President

RECORDING FEES

Recording Fee	$ 2.50
Index Fee	1.00
TOTAL	$ 3.50

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that J. D. Appleton whose name as Vice President of FIRST CAPITAL MORTGAGE CORPORATION is signed to the foregoing instrument and who is known to me, acknowledge before me on this day, that being informed of the contents of the conveyance, he in his capacity as such he executed the same voluntarily on the day the same bears date, with full authority for and as the act of said corporation.

Given under my had and seal this the 21st day of July, 1987.

NOTARY PUBLIC

My Commission expires: 1-3-88

Cambridge Title