

REAL ESTATE LIEN ASSIGNMENT

STATE OF ALABAMA
COUNTY OF JEFFERSON

918

KNOW ALL MEN BY THESE PRESENTS that Action Equity, Inc. (the "Transferor", whether one or more) for and in consideration of the sum of Twenty Seven Thousand Six Hundred Three and 97/100 (\$ 27,603.97) paid to the Transferor by FUNDING PLUS OF AMERICA, INC., (the Transferee") the receipt of which is hereby acknowledged, does hereby TRANSFER, SET OVER AND ASSIGN unto the Transferee, that certain Promissory Note for Twenty Seven Thousand Six Hundred Three and 97/100 (\$ 27,603.97) dated November 8, 1989 made by Joseph E. Sellers and Julieann E. Sellers being payable to Action Equity, Inc. or order.

AND, for the same consideration, the transferor does hereby TRANSFER, SET OVER AND ASSIGN unto the Transferee that certain first mortgage (the "Lien") from Joseph E. Sellers and Julieann E. Sellers to Action Equity, Inc. dated the 8th day of November, 1989, recorded in Real Property Book 266, Page 311 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 (I) the Lien has not been assigned, (II) 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 \$ -0- (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.

The Transferor hereby warrants the unpaid balance on said note to be not less than \$ 27,603.97

IN WITNESS WHEREOF, the Transferor has executed this assignment and set the Transferor's hand and seal on this 15th day of November, 1989.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED:
89 NOV 16 AM 9:01

Seller: Action Equity, Inc.

By: [Signature]
Title: President

(SEAL)

STATE OF ALABAMA
COUNTY OF JEFFERSON
NOTARY PUBLIC

Rec 2.50
Fed 3.00
Cert 1.00
6.50

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that David A. Carroll, whose name as President of Action Equity, Inc. is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, he, in his capacity as such Officer 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 hand and seal this the 15th day of November, 1989.

[Signature]
NOTARY PUBLIC Larry R. Newman

My commission expires: 1-2-92

This instrument prepared by:
Larry R. Newman, Attorney At Law
3021 Lorna Road, Suite 310
Birmingham, Alabama 35216

Transferees Address:
3021 Lorna Road, Suite 100
Birmingham, Alabama 35216

BOOK 266 PAGE 316