

**REAL ESTATE LIEN ASSIGNMENT**

STATE OF ALABAMA  
COUNTY OF Shelby

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  
Nineteen Thousand Nine Hundred Fifty-Five and 05/100ths  
(\$19,955.05) 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  
Nineteen Thousand Three Hundred Sixty-Nine and 77/100ths (\$19,369.77)  
dated December 3, 1990 made by THEODORE DEWAYNE WHITFIELD and  
DEBRA A. WHITFIELD 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 THEODORE DEWAYNE WHITFIELD and DEBRA A. WHITFIELD  
to First Capital Mortgage Corporation  
dated the 3 day of December, 1990, recorded in Real Property  
Book 322, Page 409 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 amended, (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 \_\_\_\_\_ which  
to \_\_\_\_\_  
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.

The Transferor hereby warrants the unpaid balance of said note to be not less  
than \$19,369.77.

IN WITNESS WHEREOF, the Transferor has executed this assignment, and set the  
Transferor's hand and seal on this 3 day of December, 1990.

STATE OF ALABAMA  
I CERTIFY  
INSTRUMENT WAS  
90 DEC 17 AM 10:59

FIRST CAPITAL MORTGAGE CORPORATION

By: [Signature]  
Its: Vice President

Rec'd 2.50  
Fid 3.00  
Cert 1.00  
6.50

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 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 3 day of December, 1990.

[Signature]  
NOTARY PUBLIC

My commission expires: 10/23/96

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