

Inst # 1995-08677

04/05/1995-08677  
08:21 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
001 MCD 8.50STATE OF ALABAMA  
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS THAT DELTA FUNDING CORPORATION  
(THE "TRANSFEROR", WHETHER ONE  
OR MORE) FOR AND IN CONSIDERATION OF THE SUM OF FIFTY THOUSAND  
AND NO/100 DOLLARS\*\*\*\*\* (\$ 50,000.00\*\*) PAID TO THE TRANSFEROR BY NEW SOUTH FEDERAL SAVINGS BANK  
(THE "TRANSFEE") THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,  
DOES HEREBY TRANSFER, SET OVER AND ASSIGN UNTO THE TRANSFEE,  
THAT CERTAIN PROMISSORY NOTE FOR FIFTY THOUSAND AND NO/100  
DOLLARS\*\*\*\*\* (\$50,000.00 ) DATED March 31, 1995  
MADE BY Eric R. Layton and wife, Catherine H. Layton BEING PAYABLE  
TO DELTA FUNDING CORPORATION OR ORDER.

AND, FOR THE SAME CONSIDERATION, THE TRANSFEROR DOES HEREBY  
TRANSFER, SET OVER AND ASSIGN UNTO THE TRANSFEE THAT CERTAIN  
MORTGAGE (THE "LIEN") FROM Eric R. Layton and wife,  
Catherine H. Layton TO DELTA FUNDING CORPORATION  
DATED THE 31st DAY OF March, 1995, RECORDED IN  
REAL PROPERTY BOOK 1995, PAGE 08676, 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 TRANSFEE 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 TRANSFEE THE SAID DEBT AND THE NOTE WHICH EVIDENCES THE  
SAME AND SAID SECURITY THEREFOR.

AND, THE TRANSFEROR REPRESENTS AND WARRANTS TO THE TRANSFEE  
THAT (I) THE LIEN HAS NOT BEEN AMENDED, (II) THAT THERE HAVE BEEN  
NO DEFAULTS UNDER THE LIEN, (III) THAT THE TRANSFEROR HAS MAKE 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: (XX) 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.

THE TRANSFEROR HEREBY WARRANTS THE UNPAID BALANCE OF SAID NOTE TO  
BE NOT LESS THAN \$ 50,000.00.

IN WITNESS WHEREOF, THE TRANSFEROR HAS EXECUTED THIS ASSIGNMENT,  
AND SET THE TRANSFEROR'S HAND AND SEAL ON THIS 31st DAY OF  
March, 1995.

DELTA FUNDING CORPORATION  
BY: [Signature]  
ITS: PRESIDENT

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN  
SAID STATE, HEREBY CERTIFY THAT DWIGHT WIGGINS  
WHOSE NAME AS PRESIDENT OF DELTA  
FUNDING 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 31st DAY OF March,  
1995.

[Signature]  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: 12/28/95

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