

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 **\$45875.00** paid to the Transferor by **NEW SOUTH 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 **\$45875.00** dated **09/08/95** made by **KELLY FRANK BAILEY and TERESA B. STORY BAILEY** 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 **KELLY FRANK BAILEY and TERESA B. STORY BAILEY** to **FIRST CAPITAL MORTGAGE CORPORATION** dated 09/08/95, recorded in Real Property Book 1995, Page 25809 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 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: () none or () a first mortgage lien to **NATIONSBANC MORTGAGE CORPORATION** which the transferor warrants the unpaid balance on such debt to be no more than **\$190000.00**. (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 **\$45875.00**.

IN WITNESS WHEREOF, the Transferor has executed this assignment, and set the Transferor's hand and seal on this 8th day of September, 1995.

FIRST CAPITAL MORTGAGE CORPORATION

By *Philip L. King*
Its: VICE PRESIDENT

STATE OF ALABAMA
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **PHILIP L. KING** 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 8th day of September, 1995.
Inst # 1995-25809

Richard Davis
NOTARY PUBLIC

Comm Exp 2-9-99

Inst # 1995-25810

09/15/1995-25810
02:05 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

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