

3475

STATE 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 NINETY ONE THOUSAND TWO HUNDRED AND
NO./100THS----- (\$ 91,200.00)
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
NINETY ONE THOUSAND TWO HUNDRED AND NO/100THS----- (\$ 91,200.00)
DATED 2/26/98 MADE BY MARY ANN MULHERN, AN UNMARRIED WOMAN
BEING PAYABLE TO DELTA FUNDING CORPORATION
OR ORDER WITHOUT RECOURSE, BUT SUBJECT TO THE TERMS AND CONDITIONS OF THAT
CERTAIN LOAN PURCHASE AGREEMENT, DATED OCTOBER 31, 1994 BETWEEN
TRANSFEROR AND TRANSFeree (THE "AGREEMENT")

AND, FOR THE SAME CONSIDERATION, THE TRANSFEROR DOES HEREBY TRANSFER, SET
OVER AND ASSIGN UNTO THE TRANSFeree THAT CERTAIN MORTGAGE (THE "LIEN") FROM
MARY ANN MULHERN, AN UNMARRIED WOMAN
TO DELTA FUNDING CORPORATION
DATED THE 26TH DAY OF FEBRUARY, 19 98, RECORDED IN REAL PROPERTY BOOK
1998, PAGE 06659, 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 RIGHTS, 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 _____

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, AS WELL AS
THE TERMS OF THE AGREEMENT ON THE PART OF THE TRANSFEROR TO HAVE PERFORMED,
HAVE BEEN FULLY AND FAITHFULLY COMPLIED WITH.

THE TRANSFEROR HEREBY WARRANTS THE UNPAID BALANCE OF SAID NOTE TO BE NOT LESS
THAN \$ 91,200.00

IN WITNESS WHEREOF, THE TRANSFEROR HAS EXECUTED THIS ASSIGNMENT, AND SET THE
TRANSFEROR'S HAND AND SEAL ON THIS 26TH DAY OF FEBRUARY, 19 98

BY DWIGHT WIGGINS
ITS PRESIDENT

STATE OF ALABAMA
COUNTY OF SHELBY

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 THAT BEARS THE SAME DATE, WITH FULL AUTHORITY FOR
AND AS THE ACT OF SAID CORPORATION.
GIVEN UNDER MY HAND AND SEAL THIS THE 26 DAY OF February, 19 98

NOTARY PUBLIC

MY COMMISSION EXPIRES 7/16/98

U2/27/1998-06660
09:02 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
8:50 PM