

2716203

REAL ESTATE LIEN ASSIGNMENT

Inst # 1999-23910

9660761999-23910
 SHELBY COUNTY JUDGE OF PROBATE
 002-SMA 11.00

STATE OF ALABAMA
 COUNTY OF Shelby

KNOWN ALL MEN BY THESE PRESENTS THAT OLD STONE MORTGAGE CO., L.L.C. (THE "TRANSFEROR", WHETHER ONE OR MORE) FOR AND IN CONSIDERATION OF THE SUM OF Thirty Five Thousand Three Hundred Dollars And No/100ths* (\$35,300.00)

PAID TO THE TRANSFEROR BY us

(THE "TRANSFeree") THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY TRANSFER, SET OVER AND ASSIGN UNTO THE TRANSFeree, THAT CERTAIN PROMISSORY NOTE FOR Thirty Five Thousand Three Hundred Dollars And No/100ths***** (\$ 35,300.00) DATED January 8, 1999 MADE BY

Douglas Boyd Smyly JR. And Elise W. Smyly BEING PAYABLE TO OLD STONE MORTGAGE CO., L.L.C. OR ORDER. 1/21/99

AND, FOR THE SAME CONSIDERATION, THE TRANSFEROR DOES HEREBY TRANSFER, SET OVER AND ASSIGN UNTO THE TRANSFeree THAT CERTAIN MORTGAGE (THE LIEN) FROM Douglas Boyd Smyly JR. And Elise W. Smyly TO OLD STONE MORTGAGE CO., L.L.C. DATED THE 8th DAY OF January, 1999, RECORDED IN REAL PROPERTY BOOK _____, AT PAGE _____ 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 THEREFORE.

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: (K) First Mortgage FROM Douglas Boyd Smyly JR. And Elise W. Smyly TO Norwest Mortgage WHICH THE TRANSFEROR WARRANTS THE UNPAID BALANCE ON SUCH DEBT TO BE NO MORE THAN \$ 129,604.00 (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 \$ 35,300.00.

IN WITNESS WHEREOF, THE TRANSFEROR HAS EXECUTED THIS ASSIGNMENT, AND SET THE TRANSFEROR'S HAND AND SEAL ON THIS 8th DAY OF January, 1999.

OLD STONE MORTGAGE CO., L.L.C.

BY: [Signature]

ITS: MEMBER-DIRECTOR

STATE OF ALABAMA
 COUNTY OF Madison

THE CHASE MANHATTAN BANK AS INDENTURE TRUSTEE, C/O RESIDENTIAL FUNDING CORPORATION, 1301 Office Center Drive, #200, Fort Washington, PA 19034

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT Brian Bourque, WHOSE NAME AS MEMBER-DIRECTOR OF OLD STONE MORTGAGE CO., L.L.C. IS SIGNED TO THE FOREGOING INSTRUMENT AND 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 January, 1999.

After Recording Return To:

PEELLE MANAGEMENT CORPORATION
 ASSIGNMENT JOB #00803
 P.O. BOX 1710
 CAMPBELL, CA 95009-1710
 1-408-888-8888

[Signature]
 NOTARY PUBLIC
 MY COMMISSION EXPIRES: 6-26-2001

Elizabeth V. Duly Inst # 1999-23910

06/07/1999-23910
02:12 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOE 300 11.00

(Space Above This Line For Recording Date)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on January 8, 1999. The grantor is DOUGLAS BOYD SMYLY, JR. and ELISE W. SMYLY, HUSBAND AND WIFE ("Borrower"). This Security Instrument is given to OLDSTONE MORTGAGE COMPANY, L.L.C., which is organized and existing under the laws of THE STATE OF ALABAMA, and whose address is 8810 OLD MADISON PIKE, STE. 107, HUNTSVILLE, AL 35806 ("Lender"). Borrower owes Lender the principal sum of Thirty-Five Thousand Three Hundred and 00/100 Dollars (U.S.\$ 35,300.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on January 13th, 2024. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in SHELBY County, Alabama.

LOT 46, ACCORDING TO THE SURVEY OF AUTUMN RIDGE, AS RECORDED IN MAP BOOK 12, PAGES 4, 5 AND 6, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. SITUATED IN SHELBY COUNTY, ALABAMA.

which has the address of 1037 INDEPENDENCE COURT, ALABASTER, AL 35007.
("Property Address");

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property