

## RE ESTATE LIEN ASSIGNME

**STATE OF ALABAMA**  
**COUNTY OF**

KNOW ALL MEN BY THESE PRESENT THAT GREAT EASTERN FINANCIAL SERVICES, INC.,  
(THE "TRANSFEROR", WHETHER ONE OR MORE) FOR AND IN CONSIDERATION OF THE SUM  
OF Forty Five Thousand Dollars and Zero Cents

OF Forty Five Thousand Dollars and no Cents  
 (\$ 45,000.00 ) PAID TO THE TRANSFEROR BY NEW SOUTH FEDERAL  
 SAVINGS BANK, 215 NORTH 21ST STREET, BIRMINGHAM, ALABAMA, 35203 ("THE  
 TRANSFEREE") THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY  
 TRANSFER, SET OVER AND ASSIGN UNTO THE TRANSFEREE, THAT CERTAIN PROMISSORY  
 NOTE FOR \$ 45,000.00 DATED February 11, 1999 MADE BY

ODIS LEE CARDEN and APRIL D. CARDEN  
BEING PAYABLE TO GREAT EASTERN FINANCIAL SERVICES, INC. OR ORDER WITHOUT  
RECOURSE, BUT SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN LOAN  
PURCHASE AGREEMENT, DATED MAY 13, 1996 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 ODIS LEE CARDEN and APRIL D. CARDEN, HUSBAND AND WIFE

TO GREAT EASTERN FINANCIAL SERVICES, INC. DATED February 11, 1999 RECORDED IN  
DEED BOOK 1999-11623 PAGE \_\_\_\_\_, \_\_\_\_\_ SHELBY COUNTY,  
ALABAMA RECORDS, 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 THEREOF.

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 ( ☐ )

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 \$ 45,000.00.

IN WITNESS WHEREOF, THE TRANSFEROR HAS EXECUTED THIS ASSIGNMENT, AND SET  
THE TRANSFEROR'S HAND AND SEAL ON 02/18/99

Witness

  
Great Eastern Financial Services, Inc  
BY: Beth Jett  
ITS: Sr. Vice President

Budy M. Wood  
Notary Public

My Commission Expires: 5.16.2000

V. Vice President  
Inst # 1999-30327  
07/20/1999-30327  
11:23 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
001 MMS 8.50