REAL ESTATE LIEN ASSIGNMENT

STATE OF ALABAMA COUNTY OF SHELBY

KNOWN ALL MEN BY THESE PRESENTS THAT OLD STONE MORTGAGE, L.L.C. (THE "TRANSFEROR", WHETHER ONE OR MORE) FOR AND IN CONSIDERATION OF THE SUM OF FORTY THOUSAND AND 00/100 (\$40,000.00) PAID TO THE TRANSFEROR BY UNION PLANTERS BANK, N.A. (THE "TRANSFERE") THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY TRANSFER, SET OVER AND ASSIGN UNTO THE TRANSFEREE, THAT CERTAIN PROMISSORY NOTE FOR FORTY THOUSAND AND 00/100 (\$40,000.00) DATED JUNE 25, 2001 MADE LEAH P. SIMS, AN UNMARRIED WOMAN BEING PAYABLE TO OLD STONE MORTGAGE, L.L.C. 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 LEAH P. SIMS, AN UNMARRIED WOMAN TO OLD STONE MORTGAGE, L.L.C. DATED THE 25TH, DAY OF JUNE, 2001 RECORDED IN REAL PROPERTY BOOK 2001, AT PAGE 30884, 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; () ______N/A____ FROM ______

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 \$40,000.00.

IN WITNESS WHEREOF, THE TRANSFEROR HAS EXECUTED THIS ASSIGNMENT, AND SET THE TRANSFEROR'S HAND AND SEAL ON THIS 25TH, DAY OF JUNE, 2001

OLD STONE MORTGAGE, L.L.C.

ITS: MEMBER-DIRECTOR

BRIAN BOURQUE

STATE OF ALABAMA COUNTY OF MADISON

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, 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 25TH, DAY OF JUNE, 2001

PREPARED BY:
OLD STONE MORTGAGE, L.L.C.
6610 OLD MADISON PIKE, SUITE 107
HUNTSVILLE, AL 35806
BY: DEBORAH K. APPEL

Inst # 2001-30885

O7/25/2001-30885
O1:02 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
11.00