McCutcheon, PKM

RFC

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 **ONE HUNDRED FORTY-THREE THOUSAND THREE HUNDRED FIFTY AND 00/100 ($143,350.00)** PAID TO THE TRANSFEROR BY **PRIMARY CAPITAL ADVISORS LC, its Successors and/or Assigns** (THE "TRANSFEREE") THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY TRANSFER, SET OVER AND ASSIGN UNTO THE TRANSFEREE, THAT CERTAIN PROMISSORY NOTE FOR **ONE HUNDRED FORTY-THREE THOUSAND THREE HUNDRED FIFTY AND 00/100 ($143,350.00)** DATED **APRIL 16TH, 2001** MADE BY **PATRICK MCCUTCHEON AND KARRIE MCCUTCHEON, HUSBAND AND WIFE** 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 **PATRICK MCCUTCHEON AND KARRIE MCCUTCHEON, HUSBAND AND WIFE** TO **OLD STONE MORTGAGE, L.L.C.** DATED THE **16TH**, DAY OF **APRIL,** 2001, RECORDED IN REAL PROPERTY BOOK 2001, AT PAGE 16271, AND ASSIGNED TO **UNION PLANTERS BANK, N.A.** IN REAL PROPERTY BOOK 2001, PAGE 16272 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 _____ _____ 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 HAVE BEEN FULLY AND FAITHFULLY COMPLIED WITH.

THE TRANSFEROR HEREBY WARRANTS THE UNPAID BALANCE OF SAID NOTE TO BE NOT LESS THAN **$143,350.00.**

IN WITNESS WHEREOF, THE TRANSFEROR HAS EXECUTED THIS ASSIGNMENT, AND SET THE TRANSFEROR'S HAND AND SEAL ON THIS **20TH**, DAY OF **APRIL,** 2001

OLD STONE MORTGAGE, L.LC.

BY: _____
BRIAN BOURQUE

ITS: **MEMBER-DIRECTOR**

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 **20TH**, DAY OF **APRIL,** 2001

NOTARY PUBLIC Deborah K Appel

MY COMMISSION EXPIRES: **02-11-2002**

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

04/09/2002-16447
12:08 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 MSR 11.00

Inst # 2002-16447