

THIS DOCUMENT PREPARED BY
and AFTER RECORDING,
Return to: Judy Williams/DMT
BEAL BANK
6000 Legacy Drive
Plano, TX 75024

T/F# 01010 / DOUGLASS / LN #108708280 / 01-10010244 / BC #452750

Inst # 2002-18523

04/22/2002-18523
11:29 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MSB

TRANSFER OF NOTE(S) AND ASSIGNMENT OF MORTGAGE

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **STATE STREET BANK AND TRUST COMPANY**, as Trustee on behalf of the Trust Fund for the RTC Mortgage Pass-Through Certificates, Series 1992-2 (herein called "Assignor"), whose address is 2 Avenue de Lafayette, 6th Floor, Boston, Massachusetts 02111, hereby sells, transfers, assigns, delivers, and sets over to **BEAL BANK, S.S.B.** ("Assignee"), whose address is 6000 Legacy Drive, Plano, Texas 75024, all of Assignor's right, title, and interest, if any, in and to that certain Note dated May 31, 1977, in the original principal amount of \$42,750.00, made by John A. Douglass and Marie B. Douglass, payable to Molton, Allen & Williams, Inc., the indebtedness evidenced thereby, and all liens, security interests, claims, rights, collateral, guaranties, and other interests securing the payment thereof, and secured by that certain MORTGAGE dated May 31, 1977, (including, without limitation, any and all rights Assignor may have to enforce payment and performance of the Loan, as defined below, and the other documents referenced below, including any rights under Section 3-309 of the Uniform Commercial Code), as described below:

Said MORTGAGE was duly recorded in the State of Alabama, County of Shelby
Official Records on: June 6, 1977 Instrument #n/a Book 365 Page 688

ORIGINAL MORTGAGOR: John A. Douglass and wife, Marie B. Douglass

ORIGINAL MORTGAGEE: Molton, Allen & Williams, Inc.

ORIGINAL LOAN AMOUNT: \$42,750.00

LEGAL DESCRIPTION: Lot 30, according to the Survey of SCOTTSDALE, as recorded in Map Book 6, Page 101, in the Probate Office of Shelby County, Alabama. Situated in Shelby County, Alabama.

To Have and to Hold unto Assignee, its successors and assigns forever.

Provided, however, that: (i) this Transfer is made pursuant to the terms and conditions as set forth in the MORTGAGE LOAN PURCHASE AGREEMENT. ("Purchase Agreement") between the Assignor and Assignee dated June 22, 2001, and recourse is limited as set forth therein; (ii) except as specifically provided for in such PURCHASE AGREEMENT, this Transfer is made **WITHOUT RECOURSE, REPRESENTATION, OR WARRANTY, EXPRESS OR IMPLIED**, (iii) this Transfer shall not be effective to transfer to Assignee any real property which was foreclosed or transferred by deed from the owner to Assignor or Assignor's predecessor before Closing of this sale as defined in the PURCHASE AGREEMENT; and (iv) Assignee shall be solely responsible for supplying all pertinent recording and other factual information contained herein and for the accuracy of said information.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed this 29th day of November, 2001.

Witnesses:

Typed: Sue Chen
Mark Fenton
Typed: Mark Fenton

ASSIGNOR:

STATE STREET BANK AND TRUST COMPANY, as Trustee on behalf of the Trust Fund for the RTC Mortgage Pass-Through Certificates, Series 1992-2

By: [Signature]
Name: PETER T. CROKE
Title: VICE PRESIDENT

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF MASSACHUSETTS)
COUNTY OF SUFFOLK)

This instrument was acknowledged before me on this 29th day of November, 2001, by Peter T. Croke, Vice President of STATE STREET BANK AND TRUST COMPANY, as Trustee on behalf of the Trust Fund for the RTC Mortgage Pass-Through Certificates, Series 1992-2, a corporation organized and existing under the laws of the United States of America, on behalf of such corporation, in the capacity therein stated.



Typed: Andrzej KoczKodan
Notary Public, State of Massachusetts

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