

# 130 REAL ESTATE LIEN ASSIGNMENT

STATE OF ALABAMA  
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS that FIRST CAPITAL MORTGAGE CORPORATION  
(the "Transferor", whether one or more) for and in consideration of the sum of  
SIXTY SIX THOUSAND DOLLARS AND 00/100  
(\$ 66,000.00) paid to the Transferor by ALTUS BANK, A FEDERAL SAVINGS BANK  
(the "Transferee") the receipt of which is hereby acknowledged, does hereby  
TRANSFER, SET OVER AND ASSIGN unto the Transferee, that certain Promissory Note  
for SIXTY SIX THOUSAND DOLLARS AND 00/100  
(66,000.00) dated \_\_\_\_\_ made by  
Sanford E. Morgan and wife, Ruth Morgan being payable to  
FIRST CAPITAL MORTGAGE CORPORATION 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 Sanford E. Morgan and wife, Ruth Morgan  
to FIRST CAPITAL MORTGAGE CORPORATION  
dated the 3rd day of November, 19 87, recorded in Real Property  
Book 158, Page 51 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 evid-  
ences the same and said security therefor.

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: (x) None or ( ) \_\_\_\_\_  
from \_\_\_\_\_ which the

to \_\_\_\_\_  
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 appli-  
cable to the Lien have been fully and faithfully complied with.

The Transferor hereby warrants the unpaid balance on said note to be not less  
than \$ 66,000.00.

IN WITNESS WHEREOF, the Transferor has executed this assignment and set the  
Transferor's hand and seal on this 9th day of October, 19 87.

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1987 NOV -3 PM 12:37

By:

Title:

Vice President

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby  
certify that J.D. APPLETON  
whose name as VICE PRESIDENT of FIRST CAPITAL MORTGAGE CORPORATION  
is signed to the foregoing instrument and who is known to me, acknowledge before  
me on this day, that being informed of the contents of the conveyance, he in his  
capacity as such HAS 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 had and seal this the 9th day of October, 19 87.

NOTARY PUBLIC

My Commission expires: 6/15/89

Cambridge Title

Rec 2.50  
Jud 1.00  
3.50