

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
Thirty Eight Thousand and 00/100
 (\$ 38,000.00) 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
Thirty Eight Thousand and 00/100 (\$ 38,000.00)
 dated _____ made by Dorothy J. Walton and Billy L. Walton
 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 Dorothy J. Walton & Billy L. Walton
 to FIRST CAPITAL MORTGAGE CORPORATION
 dated the 23rd day of October, 19 87, recorded in Real Property
 Book 158, Page 247 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 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

to _____
 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 \$ 38,000.00.

IN WITNESS WHEREOF, the Transferor has executed this assignment, and set the
 Transferor's hand and seal on this 23rd day of October, 19 87.

By: J.D. AppletonIts: 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 hand and seal this the 23rd day of October, 19 87.

Lisa Anne Krusinski
 NOTARY PUBLIC

My commission expires: 10-13-91

Cambridge Title

BOOK 158
 PAGE 252

Rev 2.50
 Ind 1.00
 3.50

NOTARY PUBLIC
 JUDGE OF PROBATE
 1987 NOV -4
 AM 9:29