

REAL ESTATE LIEN ASSIGNMENT

STATE OF ALABAMA
COUNTY OF Jefferson

350

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 Twelve Thousand Two Hundred Twenty Five Dollars & 00/100 (\$ 12,225.00) 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 Twelve Thousand Two Hundred Twenty Five Dollars & 00/100 (\$12,225.00) dated September 27th, 1988 made by Michael L. Smith and wife, Donna J. Smith 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 Michael L. Smith and wife, Donna J. Smith to First Capital Mortgage Corporation dated the 27th day of September, 19 88, recorded in Real Property Book 207, Page 923 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: () None or (X) Shearson Lehman Mortgage Corporation from Michael L. Smith and Donna J. Smith to Shearson Lehman Mortgage Corporation which the Transferor warrants the unpaid balance on such debt to be no more than \$ 68,857.27 (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.

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The Transferor hereby warrants the unpaid balance of said note to be not less than \$ 12,225.00.

IN WITNESS WHEREOF, the Transferor has executed this assignment, and set the Transferor's hand and seal on this 27th day of September, 1988.

Rec 250
Ind 100
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STATE OF ALA. SHELBY CO. First Capital Mortgage Corporation
I CERTIFY THIS INSTRUMENT WAS FILED By: [Signature]
Its: _____

STATE OF ALABAMA **88 OCT -5 PM 2:33**
COUNTY OF Jefferson

I, the undersigned, J. D. Appleton 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 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 27th day of September, 1988.

Cambridge
Little

[Signature]
NOTARY PUBLIC
My commission expires: 10-22-91