

284

REAL ESTATE LIEN ASSIGNMENT

STATE OF ALABAMA
COUNTY OF Jefferson

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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. *RECORDED- 225- page 360*

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.

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, 19 88.

*Rec 250
And 100
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STATE OF ALA. SHELBY CO. First Capital Mortgage Corporation
I CERTIFY THIS
INSTRUMENT WAS FILED By: J. D. Appleton
Its: Vice President

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

I, the undersigned, J. D. Appleton 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, the said instrument is in his capacity as such
executed the same voluntarily on the day of September, 19 88, with full authority
for and as the act of said corporation. *INSTRUMENT WAS FILED*

Given under my hand and seal this the 27th day of September, 19 88.

*Cambridge
title*

NOTARY PUBLIC

My commission expires: 10-22-91