

1667
REAL ESTATE LIEN ASSIGNMENT

STATE OF Alabama
COUNTY OF Jefferson

KNOW ALL MEN BY THESE PRESENTS that Action Equity, Inc. (the "Transferor", whether one or more) for and in consideration of the sum of Sixteen Thousand Two Hundred Eighty Five and No/100----- (\$16,285.00) paid to the Transferor by FUNDING PLUS OF AMERICA, INC., (the Transferee) the receipt of which is hereby acknowledged, does hereby TRANSFER, SET OVER AND ASSIGN unto the Transferee, that certain Promissory Note for Sixteen Thousand Two Hundred Eighty Five and No/100----- (\$ 16,285.00) dated February 21, 1990 made by Daniel Reed Watson Jr. and Elizabeth Anne Watson being payable to Action Equity, Inc. 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 Daniel Reed Watson Jr. and Elizabeth Anne Watson to Action Equity, Inc. dated the 21st day of February, 1990, recorded in Real Property Book 280, Page 437 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) Mortgage from Daniel Reed Watson Jr. and Elizabeth Anne Watson to AmSouth which

the Transferor warrants the unpaid balance on such debt to be no more than \$ 47,000.00 (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 on said note to be not less than \$16,285.00.

IN WITNESS WHEREOF, the Transferor has executed this assignment and set the Transferor's hand and seal on this 21st day of February, 1990.

STATE OF ALA. SHELBY
I CERTIFY THIS
INSTRUMENT WAS FILED
90 FEB 28 AM 8:28

250
300
100
650

Seller: Action Equity, Inc.

By: [Signature]

Title: President

(SEAL)

STATE OF ALABAMA
COUNTY OF Jefferson

I, the undersigned authority a Notary Public in and for said County in said State, hereby certify that David A. Carroll, whose name as President of Action Equity, Inc. is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, he, in his capacity as such officer 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 21st day of February, 1990.

[Signature]
NOTARY PUBLIC Larry R. Newman

My commission expires: 1-2-92

This instrument prepared by:

Larry R. Newman, Attorney At Law
3021 Lorna Road, Suite 310
Birmingham, Alabama 35216

Transferee's Address:

3021 Lorna Road, Suite 100
Birmingham, Alabama 35216