

REAL ESTATE LIEN ASSIGNMENT

STATE OF ALABAMA

COUNTY OF JeffersonKNOW 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 Two Thousand and No/100 ----- Dollars(\$ 32,000.00) 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 note for Thirty Two Thousand and No/100 -----Dollars (\$ 32,000.00) dated the 19th day of November1990, made by Deborah A. Stephens, and
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 Deborah A. Stephens to First Capital Mortgage Corporationdated the 19th day of November, 1990, recorded in Real Property Book 319, Page 199, 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 Deborah A. Stephensto Union Planters National Bankwhich the Transferor warrants the unpaid balance on such debt to be no more than \$ 46,685.99, (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 \$ 32,000.00.IN WITNESS WHEREOF, the Transferor has executed this assignment and set the Transferor's hand and seal on this 19th day of November, 1990.

This instrument prepared by:

First Capital Mortgage Corporation

Larry R. Newman, Attorney At LawBy: [Signature] (SEAL)
Cheri Shoults
Assistant
Its Vice President3021 Lorna Road, Suite 310Birmingham, Alabama 35216

Transferee's Address:

Post Office Box 160029Mobile, Alabama 36616

STATE OF ALABAMA

COUNTY OF _____

I, the undersigned notary public in and for said state and county, hereby certify that _____

whose name 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 instrument, _____ executed the same voluntarily on the day the same bears date.

Given under my hand and seal this _____ day of _____, 19____.

Notary Public

STATE OF ALABAMA

COUNTY OF _____

I, the undersigned notary public in and for said state and county, hereby certify that _____

whose name 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 instrument, _____ executed the same voluntarily on the day the same bears date.

Given under my hand and seal this _____ day of _____, 19____.

Notary Public

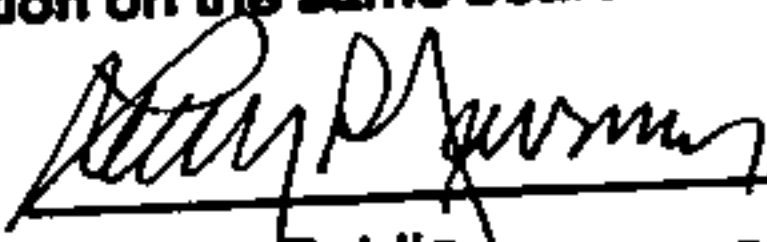
STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned notary public in and for said state and county, hereby certify that Cheri Shoults

whose name(s) as Assistant Vice President of First Capital Mortgage Corporation

is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they as such officer(s) and with full power and authority, executed the same voluntarily for and as the act of said Corporation on the same bears date.



Notary Public Larry R. Newman
My commission expires; 1-2-92

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

90 NOV 27 AM 9:55

JUDGE OF PROBATE

1. Deed Tax	_____
2. Notary Fee	_____
3. Recording Fee	5.00
4. Indexing Fee	3.00
5. Notary Public Fee	1.00
6. Certified Fee	_____
Total	9.00