

REAL ESTATE LIEN ASSIGNMENT

STATE OF ALABAMA
COUNTY OF Shelby

KNOW ALL MEN BY THESE PRESENTS that First National Bank of
Columbiana (the "Transferor", whether one or
more) for and in consideration of the sum of (\$ 3171.23) paid to
the Transferor First Capital Mortgage Corporation (the "Transferee")
the receipt of which is hereby acknowledged, does hereby TRANSFER, SET
OVER AND ASSIGN unto the Transferee, that certain note for Ten Thousand
Eight Hundred & Sixty-seven dollars Dollars (\$ 10867.20) dated
the 5th day of February, 19 87, made by Donald N Gothard
and Kyle L Gothard, and being payable to
First National Bank of Columbiana, 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 Donald N Gothard
and Kyle L Gothard to
First National Bank of Columbiana

dated the 5th day of February, 19 87, recorded in Real
Property Book 114, Page 572, of the records in the office
of the Judge of Probate Court, Shelby County,
Alabama, which secures the payment of the aforesaid note.
*** With extension agreement in Vol 131 Page 213 recorded

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 _____
to _____

which the Transferor warrants
the unpaid balance on such debt to be no more than
\$ 3171.23, (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 \$ 3171.23.

IN WITNESS WHEREOF, the Transferor has executed this
assignment and set the Transferor's hand and seal on this 27th
day of June, 19 91

This instrument prepared by:

Dennis Thomas

First National Bank of Columbiana

(SEAL)

STATE OF ALABAMA, SHIELBY

I CERTIFY THIS

INSTRUMENT WAS FILED

STATE OF ALABAMA, SHIELBY

I CERTIFY THIS

INSTRUMENT WAS FILED

(SEAL)

Transferees 9 AUG 13 PM 12:15 91 AUG 13 PM 12:15

JUDGE OF PROBATE

2.50
3.00
1.00
6.50

BOOK 358 PAGE 510