

The purpose of re-recording this assignment is to include that  
"Exhibit A" for the Legal Description.

### REAL ESTATE LIEN ASSIGNMENT

STATE OF ALABAMA  
COUNTY OF SHELBY

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 **\$35000.00** paid to the Transferor by **NEW SOUTH 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 **\$35000.00** dated 11/23/93 made by **RONNIE HAROLD HANDLEY** 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 **RONNIE HAROLD HANDLEY** to **FIRST CAPITAL MORTGAGE CORPORATION** dated 11/23/93, recorded in Real Property ~~Book~~ <sup>Trst</sup> 1993, Page 3575 of the records in the office of the Judge of Probate Court, SHELBY County, Alabama, which secures the payment of the aforesaid note.

Instrument # 1994-11513

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 ( ) a first mortgage lien to which the transferor warrants the unpaid balance on such debt to be no more than \$. (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 **\$35000.00**.

IN WITNESS WHEREOF, the Transferor has executed this assignment, and set the Transferor's hand and seal on this 23rd day of November, 1993.

### FIRST CAPITAL MORTGAGE CORPORATION

By Philip L. King  
Its: ~~Vice President~~ 1994-11514

04/08/1994-11514  
08:20 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 11.00

STATE OF ALABAMA  
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Philip L. King 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 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 23rd day of November, 1993.

Margaret McRee  
NOTARY PUBLIC  
My commission expires: 2-5-95

12/09/1993-39576  
06:23 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
001 MEL 8.50

91566-6661 # 1993-39576

RONNIE HAROLD AND PEGGY G. HANDLEY

SHELBY COUNTY

A tract of land situated in the NW 1/4 of the NE 1/4 of Section 5, Township 18 South, Range 1 East, Shelby County, Alabama, more particularly described as follows:

Begin at the Northwest corner of the NW 1/4 of the NE 1/4 of Section 5, Township 18 South, Range 1 East, Shelby County, Alabama, and run in an Easterly direction along the North line of said Section a distance of 200.00 feet to a point; thence turn an interior angle of 107 degrees 45' 40" and run to the right and in a Southeasterly direction a distance of 690.13 feet to a point on the Northeast side of the Howard Ayers Road; thence turn an interior angle of 97 degrees 47' 30" and run to the right in a Southwesterly direction a distance of 446.88 feet to a point; thence turn an interior angle of 64 degrees 56' 50" and run to the right in a Northerly direction and along the West line of said 1/4; 1/4 Section a distance of 850.00 feet, more or less to the point of beginning of the herein described tract;

LESS AND EXCEPT

Begin at the Northwest corner of the NW 1/4 of the NE 1/4 of Section 5, Township 18, Range 1 East, Shelby County, Alabama and run Easterly along the North line of 1/4; 1/4 a distance of 100 feet to a point; thence turn an interior angle of 97 degrees 15' 55" and run right in a Southerly direction for 765.56 feet to a point; thence turn an interior angle of 108 degrees 17' 15" and run right and Southwesterly for 210 feet to a point on the West line of the NW 1/4 of the NE 1/4 of said Section 5; thence turn an interior angle of 64 degrees 56' 50" and run right in a Northerly direction along the West line of said 1/4; 1/4 section 850 feet to point of beginning.

Inst # 1994-11514

04/08/1994-11514  
08:20 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 HCO 11.00