

This Instrument Prepared By And Please Return To:

George J. Nassar, Jr.

Glankler Brown

1700 One Commerce Square

Memphis, Tennessee 38103

ABSOLUTE ASSIGNMENT OF ALABAMA NOTE AND MORTGAGE

THIS ASSIGNMENT is made this 7th day of August, 1995, by and between Walter E. Lemm ("Assignor"), and Shirley H. Lemm ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor is the current holder of (i) that certain Alabama Note dated May 5, 1993 (the "Note"), in the original principal amount of Two Hundred Thirty Two Thousand Seven Hundred Fifty and 00/100 Dollars (\$232,750.00) executed by Deborah L. Stephens and payable to the order of Walter E. Lemm and Shirley H. Lemm; and

WHEREAS, the Note is secured by a Mortgage executed by Deborah L. Stephens in favor of Walter E. Lemm and Shirley H. Lemm; dated May 5, 1993 and filed for record on May 21, 1993 as Instrument No. 1993-14693 in the records of the Shelby County Probate Judge's Office (the "Mortgage"), which Mortgage encumbers certain real property located in Shelby County, Alabama, more particularly described as follows:

Lot 13, Block 7, according to the Survey of Applecross, a Subdivison of Inverness, as recorded in Map Book 6, Page 42 A & B, in the Probate Office of Shelby County, Alabama; and

WHEREAS, Assignee desires to assume all benefits, liabilities, obligations and duties of Assignor, if any, in and to the Note and Mortgage arising or accruing from and after the date of this Assignment.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor does hereby assign, transfer, quit claim and convey unto the Assignee all of his right, title and interest in and to the Note and Mortgage.

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SHELBY COUNTY JUDGE OF PROBATE
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2. Assignee hereby acknowledges receipt of the Note and Mortgage, and agrees to: (i) be bound by all the terms and provisions of the Note and Mortgage; (ii) assume all liabilities and obligations of Assignor arising subsequent to the date hereof under and pursuant to the Note and Mortgage; and (iii) notify the obligor(s) on the Note and Mortgage of the Assignment.

IN WITNESS WHEREOF, the undersigned have executed this Assignment on the day and year first above written.

ASSIGNOR:

Walter Edward Lemm
Walter E. Lemm

ASSIGNEE:

Shirley H. Lemm
Shirley H. Lemm

STATE OF TENNESSEE;
COUNTY OF SHELBY;

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Walter E. Lemm, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me this day that, being informed of the contents of this conveyance, has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7th day of August, 1995.

My Commission Expires:

9/1/97

[Signature]
Notary Public

STATE OF TENNESSEE ;
COUNTY OF SHELBY :

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Shirley H. Lemm, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me this day that, being informed of the contents of this conveyance, has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27th day of August, 1995.

My Commission Expires:

9/1/97

[Signature]
Notary Public

Inst # 1995-25730

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