

REAL ESTATE LIEN ASSIGNMENT

State of ALABAMA
County of SHELBY

KNOW ALL MEN BY THE PRESENTS that HERITAGE HOME MORTGAGE CORPORATION (THE "TRANSFEROR," WHETHER ONE OR MORE) for and in consideration of the sum of \$ 68,500.00 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 \$ 68,500.00 dated October 31, 1995 made by LEE M. HINDS AND WIFE, CAROL A. HINDS payable to HERITAGE HOME 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 LEE M. HINDS AND WIFE, CAROL A. HINDS to HERITAGE HOME MORTGAGE CORPORATION dated October 31, 1995, recorded in Real Property Book 1995, Page 34217 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 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 of () a first mortgage lien to N/A which the Transferor warrants the unpaid balance on such debt to be no more than \$ -0-. (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 \$ 68,500.00.

IN WITNESS WHEREOF, the Transferor has executed this assignment, and set the Transferor's hand and seal on this 31st day of October, 1995.

HERITAGE HOME MORTGAGE CORPORATION

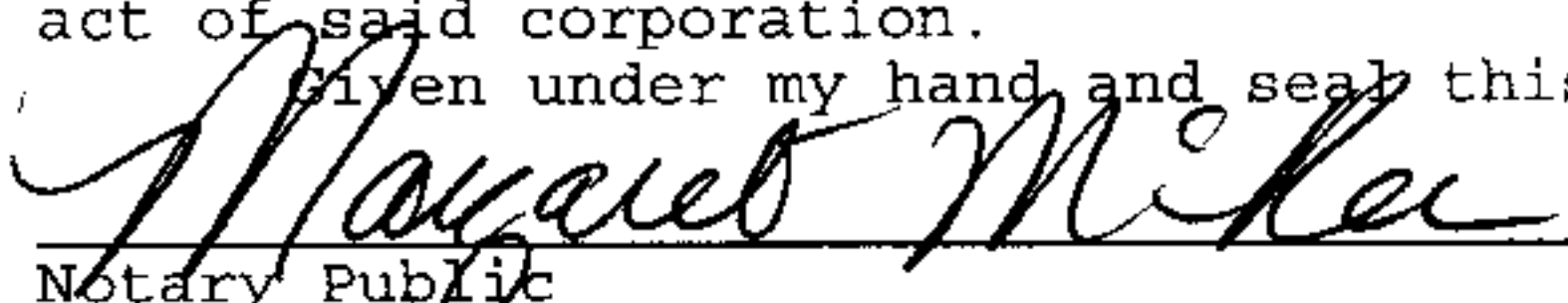
BY: 

Its: JAMES R. ARTHUR
PRESIDENT

State of Alabama
County of Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that JAMES R. ARTHUR, whose name as President of HERITAGE HOME MORTGAGE CORPORATION, a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this date, that being informed of the contents of the conveyance, he/she is his/her 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 31st day of October, 1995.


Notary Public

My Commission Expires: 2-5-99

THIS INSTRUMENT PREPARED BY: S. KENT STEWART
STEWART-DAVIS, P.C.
389 Shades Crest Road
Birmingham, AL 35226

Inst # 1995-34218

11/29/1995-34218
12:50 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
001 MCD 8.50