

THIS INSTRUMENT PREPARED BY:
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Inst # 1995-35017

STATE OF ALABAMA
COUNTY OF SHELBY

REAL ESTATE LIEN
12/07/1995-35017
SHELBY COUNTY JUDGE OF PROBATE
001 HCB 8.50

KNOW ALL MEN BY THESE PRESENTS THAT FIRST CAPITAL MORTGAGE CORP.
(THE "TRANSFEROR", WHETHER ONE
OR MORE) FOR AND IN CONSIDERATION OF THE SUM OF FIFTY-FIVE THOUSAND
EIGHT HUNDRED FOURTEEN AND 21/100-----DOLLARS (\$ 55,814.21)
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 FIFTY-FIVE THOUSAND EIGHT HUNDRED FOURTEEN
and 21/100-----DOLLARS \$ 55,814.21) DATED November 10, 1995
MADE BY MARK ALLEN OVERTON AND ELIZABETH J. OVERTON, HUSBAND & WIFE BEING PAYABLE
TO FIRST CAPITAL MORTGAGE CORP. OR ORDER.

AND, FOR THE SAME CONSIDERATION, THE TRANSFEROR DOES HEREBY
TRANSFER, SET OVER AND ASSIGN UNTO THE TRANSFeree THAT CERTAIN FIRST
MORTGAGE (THE "LIEN") FROM MARK ALLEN OVERTON AND ELIZABETH J. OVERTON, HUSBAND
AND WIFE TO FIRST CAPITAL MORTGAGE CORP.
DATED THE 10th DAY OF November, 1995, RECORDED IN
REAL PROPERTY BOOK 1995-, PAGE 35016, 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 MAKE 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 WHICH THE
TO 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 \$ 55,814.21

IN WITNESS WHEREOF, THE TRANSFEROR HAS EXECUTED THIS ASSIGNMENT,
AND SET THE TRANSFEROR'S HAND AND SEAL ON THIS 17th DAY OF
November, 1995.

FIRST CAPITAL MORTGAGE CORP.
BY: Philip L. King
ITS: Vice-President

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 CORP.

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 17th DAY OF November,
1995.

NOTARY PUBLIC
MY COMMISSION EXPIRES: 4-6-96