

## REAL ESTATE LIEN ASSIGNMENT

STATE OF Alabama  
COUNTY OF Shelby101105/1996-00457  
10:10 AM CERTIFIED

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 Thirty-five thousand dollars and 00/100 (\$ 35,000.00 )  
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 Thirty-five thousand dollars and 00/100  
(\$ 35,000.00 ) DATED December 29, 1995  
MADE BY David L. Pilkington & Regina G. Pilkington 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  
MORTGAGE (THE "LIEN"). FROM First Capital Mortgage Corp.  
TO First Capital Mortgage Corp.  
DATED THE 29 DAY OF December, 1995, RECORDED IN  
REAL PROPERTY BOOK 1996, PAGE 0456, 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

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 \$ 35,000.00.

IN WITNESS WHEREOF, THE TRANSFEROR HAS EXECUTED THIS ASSIGNMENT,  
AND SET THE TRANSFEROR'S HAND AND SEAL ON THIS 5th DAY OF  
January, 1996.

First Capital Mortgage Corp.  
BY: [Signature]  
ITS: Vice President

STATE OF Alabama  
COUNTY OF Jefferson

THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN  
SAID STATE, HEREBY CERTIFY THAT Zeke T. Riddle  
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 5th DAY OF January  
1996.

[Signature]  
NOTARY PUBLIC  
MY COMMISSION EXPIRES OCTOBER 27, 1997

11:10 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
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