

REAL ESTATE LIEN ASSIGNMENT

STATE OF ALABAMA
COUNTY OF JEFFERSON

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 FORTY NINE THOUSAND AND FORTY NINE DOLLARS AND 81/100 (\$49,049.81) PAID TO THE TRANSFEROR BY NEW SOUTH FEDERAL SAVINGS BANK (THE "TRANSFEE") THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY TRANSFER, SET OVER AND ASSIGN UNTO THE TRANSFEE, THAT CERTAIN PROMISSORY NOTE FOR FORTY NINE THOUSAND FORTY NINE DOLLARS AND 81/00 (\$49,049.81) DATED FEBRUARY 19, 1996 MADE BY LAWRENCE ROBERT TABOR, JR. AND HIS WIFE, ANN W. TABOR PAYABLE TO FIRST CAPITAL MORTGAGE CORPORATION OR ORDER.

AND, FOR THE SAME CONSIDERATION, THE TRANSFEROR DOES HEREBY TRANSFER, SET OVER AND ASSIGN UNTO THE TRANSFEE THAT CERTAIN MORTGAGE (THE "LIEN") FROM LAWRENCE ROBERT TABOR, JR. AND HIS WIFE, ANN W. TABOR, HUSBAND AND WIFE TO FIRST CAPITAL MORTGAGE CORPORATION DATED THE 19TH DAY OF FEBRUARY, 1996, RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE COURT, SHELBY, ALABAMA, WHICH SECURES THE PAYMENT OF THE AFORESAID NOTE.


AND, THE TRANSFEROR DOES HEREBY REMISE, RELEASE AND QUITCLAIM UNTO THE TRANSFEE 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 TRANSFEE THE SAID DEBT AND THE NOTE WHICH EVIDENCES THE SAME AND SAID SECURITY THEREFORE.

AND, THE TRANSFEROR REPRESENTS AND WARRANTS TO THE TRANSFEE 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: () NONE OR (X) MORTGAGE WHICH THE TRANSFEROR WARRANTS THE UNPAID BALANCE ON SUCH DEBT TO BE NO MORE THAN \$ 116,700.00 (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 \$ 49.049.81.

IN WITNESS WHEREOF, THE TRANSFEROR HAS EXECUTED THIS ASSIGNMENT AND SET THE TRANSFEROR'S HAND AND SEAL ON THIS 24th DAY OF FEBRUARY, 1996.

FIRST CAPITAL MORTGAGE CORPORATION


BY: Mark R. Boackle
ITS: VICE PRESIDENT

STATE OF ALABAMA
JEFFERSON COUNTY

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT Mark R. Boackle 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 24TH DAY OF FEBRUARY, 1996.

MY COMMISSION EXPIRES:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: Sept. 30, 1997.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.


NOTARY PUBLIC

02/26/1996-06042
12:43 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 MCD 8.50

Inst • 1996-06042