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REAL ESTATE LIEN ASSIGNMENT

STATE OF ALABAMA. COUNTY OF SHELBY KNOW ALL HEN BY THESE PRESENTS THAT Appleton Mortgage Corp. (THE "TRANSFEROR", WHETHER ONE OR MORE) FOR AND IN CONSIDERATION OF THE SUM OF One Hundred Twenty Five Thousand Seven Hundred Fifteen and no/100ths-----(\$ 125,715.00) 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 One Hundred Twenty Five Thousand

Seven Hundred Fifteen and no/100ths 125,715.00) DATED March 5, 1996 MADE BY J. Michael Keener and wife. Colloni T. Keener BEING PAYABLE TO Appleton 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 J. Michael Keener and wife, Colloni T. Keener TO Appleton Mortgage Corp. DATED THE 5th DAY OF March , 1996, RECORDED IN REAL PROPERTY BOOK 15 / 1996 PER 075 68 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 TRANSFERRE 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 HAKE 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: (XXX) NONE OR ()_____ FROM_____FROM____ WRICH THE TRANSFEROR WARRANTS THE UNPAID BALANCE ON SUCH DEOT TO BE NO HORE THAN S______(VI) THAT ALL DISCLOSURES AND NOTICES REQUIRED BY THE FEDERAL CONSUMER CREDIT PROTECTION ACT AND BY THE RECULATIONS 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 NOME TO BE NOT LESS THAN S 125,715.00 IN WITNESS WHEREOF, THE TRANSFEROR HAS EXECUTED THIS ASSIGNMENT, THE TRANSFEROR HAS EXECUTED THIS ASSIGNMENT, THE TRANSFEROR'S HAND AND SEAL ON THIS ______DAY OF _____DAY OF ______DAY AND SET THE TRANSFEROR'S HAND AND SEAL ON THIS ____DAY OF March . 19<u>96</u>. Appleton Mortgage Corp. STATE OF ALABAMA SHELRY J.D. Appletion, President COUNTY OF SHELBY I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT _____ J.D. Appleton V WHOSE NAME AS President OF APPLETON 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 5TH DAY OF MARCH, 1996. PEGGY I. MURPHREE MY COMMISSION EXPIRES NOTARY PUBLIC

MY COMMISSION EXPIRES:

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