

ASSIGNMENT OF NOTE AND LIEN

State of Alabama

County of Shelby

Date: December 21, 1995

Transferor: Centra Mortgage Equities, Inc.

Transferor's Mailing Address:

2602 McKinney Avenue, Suite 300
Dallas, Texas 75204

Transferee: Capital Bank

Transferee's Mailing Address:

1020 Rice Street
St. Paul, Minnesota 55117

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§ KNOW ALL MEN BY THESE PRESENTS:
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THAT, in consideration of ten dollars (\$10.00) and other good and valuable consideration paid to it by Transferee, the receipt and sufficient of which is hereby acknowledged, the Transferor does hereby transfer, assign, grant and convey unto and to the order of Transferee, and its assigns, all of Transferor's interest in and to: (i) the promissory note described on Exhibit "A" attached hereto and incorporated herein by reference (the "Promissory Note"), (ii) all renewals, extensions, replacements, modifications, assumption agreements and/or instruments of and relating to the indebtedness evidenced by the Promissory Note including, but not limited to, such agreements and instruments described on Exhibit "A" attached hereto; (iii) all security interests, mortgage liens, deed of trust liens or other liens, and any superior title held by Transferor securing the payment of the Promissory Note, which include, but are not limited by, all vendor's liens, mortgage liens, deed of trust liens or other liens evidenced by the instruments described or referenced to on the attached Exhibit "A" (collectively the "Liens"); (iv) all guaranties, sureties, endorsements and causes of action (if any) against obligors under the Promissory Note and those individuals assuming the obligations under the Promissory Note or any portion thereof, including PMI insurance (if any), VA, FHA, HUD or similar type of mortgagee insurance (if any); (v) mortgagee's policies of title insurance and endorsements thereto (if any), and (vi) policies under fire and extended coverage (if any) relating to the indebtedness evidenced by the Note.

This transfer of notes and liens is made without recourse on Transferor and without representation or warranty, express or implied. Furthermore, this transfer and assignment shall exclude the right, title and interest of Transferor in any and all claims and/or causes of action Transferor has or may have against officers, directors, employees, stockholders or insiders of Transferor and any predecessor institutions and such claims or causes of action Transferor has or may have against any appraiser, accountant, auditor, attorney, investment banker or broker,

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loan broker, deposit broker, securities dealer or other professional individual or entity who performed services for Transferor and any predecessor institutions, or employees, agents or other persons acting for or in concert with such persons.

Witness:

CENTRA MORTGAGE EQUITIES, INC.

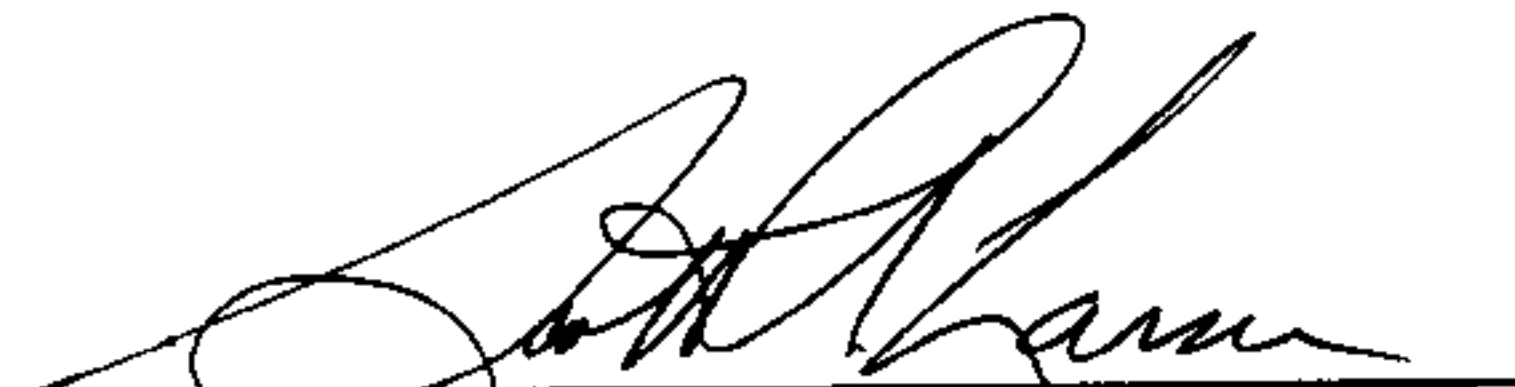


Ange Macaluso



Regina Benavides

By:



Scott A. Larson, President

ACKNOWLEDGEMENT

STATE OF TEXAS

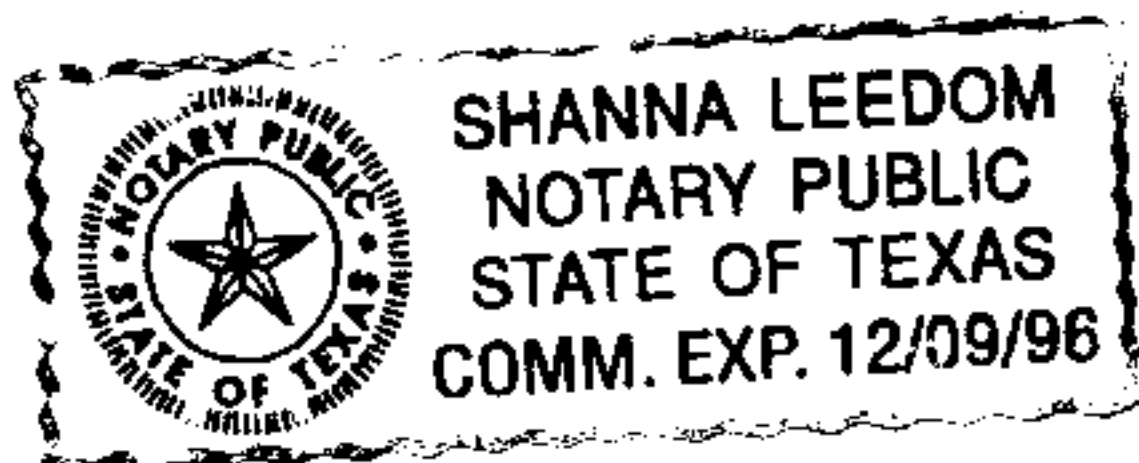
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COUNTY OF DALLAS

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BEFORE ME, the undersigned authority, on this 27th day of December 1995, personally appeared Scott A. Larson, President of Centra Mortgage Equities, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as the act and deed of said entity and in the capacity therein stated.





Notary Public, State of Texas

My Commission Expires: _____

AFTER RECORDING RETURN TO:

Centra Mortgage Equities, Inc.
2602 McKinney Avenue
Suite 300
Dallas, Texas 75204
214-871-7333

SLA

DeMellier, Edward C. and Sarah Teal

EXHIBIT "A"
TO
ASSIGNMENT OF NOTES AND LIENS

Description of Note and Liens, and other instruments transferred and assigned by this Assignment:

ORIGINAL MAKER'S NAME: Edward C. DeMellier and Sarah Teal DeMellier

ORIGINAL PAYEE: Hall Financial Services, Inc.

**ORIGINAL AMOUNT OF
PROMISSORY NOTE:** \$84,000.00

DATE OF NOTE: June 15, 1984

**VOLUME AND PAGE/FILE CLERK NO.
OF MORTGAGE/DEED OF TRUST:** Mortgage, Recorded in Book 450, Page 939; and Book 453, Page 160 of
the Office of Probate of Shelby County, Alabama.

**VOLUME AND PAGE OF
VENDOR'S LIEN RETAINED
IN WARRANTY DEED
(IF AVAILABLE):**

OTHER INSTRUMENTS:

COUNTY OF RECORDING: Shelby County, Alabama

LEGAL DESCRIPTION:

Lot 20, according to the map and survey of Chandalar South, First Sector, as recorded in Map Book 5, Page 106, in the Office of the Judge of Probate of Shelby County, Alabama.

Subject to existing easements, restrictions, set-back lines, rights of way, limitations, if any, of record.

PROPERTY ADDRESS: 2674 Chandalar Lane, Pelham, Alabama

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