

Inst # 1996-32629

KNOW ALL MEN BY THESE PRESENTS THAT DELTA FUNDING CORPORATION
(THE "TRANSFEROR", WHETHER ONE
OR MORE) FOR AND IN CONSIDERATION OF THE SUM OF
ELEVEN THOUSAND FIVE HUNDRED AND NO/100 (\$11,500.00)
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 ELEVEN THOUSAND FIVE HUNDRED AND
NO/100 (\$11,500.00) DATED SEPTEMBER 24, 1996
MADE BY WILLIAM RICHARD LYMAN AND WIFE, JANIS MASSEY LYMAN, BEING PAYABLE
TO DELTA FUNDING CORPORATION 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 WILLIAM RICHARD LYMAN AND WIFE, JANIS
MASSEY LYMAN TO DELTA FUNDING CORPORATION
DATED THE 24TH DAY OF SEPTEMBER, 1996, RECORDED IN
REAL PROPERTY BOOK 1996, PAGE 32628, 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 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) THAT CERTAIN MORTGAGE FROM WILLIAM RICHARD LYMAN AND WIFE, JANIS MASSEY LYMAN TO COUNTRYWIDE HOME LOANS, INC. (FKA COUNTRYWIDE FUNDING, WHICH THE TRANSFEROR WARRANTS THE UNPAID BALANCE ON SUCH DEBT TO BE NO MORE THAN \$ 29,516.07 (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 \$ 11,500.00

IN WITNESS WHEREOF, THE TRANSFEROR HAS EXECUTED THIS ASSIGNMENT,
AND SET THE TRANSFEROR'S HAND AND SEAL ON THIS 30TH DAY OF
SEPTEMBER, 1996

BY: DWIGHT WIGGINS
ITS: PRESIDENT

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN
SAID STATE, HEREBY CERTIFY THAT DWIGHT WIGGINS
WHOSE NAME AS PRESIDENT

DELTA FUNDING 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 30TH DAY OF SEPTEMBER 1966.

NOTARY PUBLIC
MY COMMISSION EXPIRES: 06/16/99

10/02/2011
11:56 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 MCD 8.50