

## REAL ESTATE LIEN ASSIGNMENT

State of **ALABAMA**  
County of **SHELBY**

Know all men by these presents that **Phoenix Financial Service, Inc.** ( the "Transferor", whether one or more) for and in consideration of the sum of **THIRTY NINE THOUSAND AND/100 (\$39,000.00)**, 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 NINE THOUSAND AND NO/100 (\$39,000.00)** dated **December 2, 1996**, made by **Clara Jean Sawyer, an unmarried woman**, being payable to **Phoenix Financial Service, Inc.** or order.

And, for the same consideration, the transferor does hereby transfer, set over and assigns unto the transferee that certain mortgage, (the "lien") from **Clara Jean Sawyer, an unmarried woman**, to **Phoenix Financial Service, Inc.** dated the **2nd day of December, 1996**, recorded in Real Property Book 1996, Page 41002 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 not property 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: (XX) NONE \_\_\_\_\_

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 **\$39,000.00**.

In Witness whereof, the transferor has executed this assignment and set the transferor hand and seal on this **9th day of December, 1996**.

  
**ZACK ROGERS, III**  
ITS: Chief Operating Officer

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Zack Rogers, III**, whose name as **Chief Operating Officer of Phoenix Financial Service, Inc.** 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 is 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 9th day of December, 1996.

  
Notary Public

My Commission Expires: 12/12/99

Inst # 1996-41003

12/13/1996-41003  
10:18 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

001 MCD 8.50

Inst # 1996-41003