

REAL ESTATE LIEN ASSIGNMENT

STATE OF Alabama
COUNTY OF Shelby

KNOW ALL MEN BY THESE PRESENTS THAT Mid South Mortgage, Inc.
d/b/a The Mortgage Source (THE "TRANSFEROR", WHETHER ONE
OR MORE) FOR AND IN CONSIDERATION OF THE SUM OF Twenty-Five Thousand
Seven Hundred Dollars and no/100's-----(\$ 25,700.00)
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 Twenty-Five Thousand Seven Hundred
Dollars and No/100's-----(\$ 25,700.00) DATED January 22, 1997
MADE BY Benjamin M. Smith, III and wife, Marylane W. Smith BEING PAYABLE
TO Mid South Mortgage, Inc. d/b/a The Mortgage OR ORDER.
Source

AND, FOR THE SAME CONSIDERATION, THE TRANSFEROR DOES HEREBY
TRANSFER, SET OVER AND ASSIGN UNTO THE TRANSFEREE THAT CERTAIN
MORTGAGE (THE "LIEN") FROM Benjamin M. Smith, III and wife,
Marylane W. Smith TO Mid South Mortgage, Inc. d/b/a The Mortgage Source
DATED THE 17th DAY OF January, 1997 RECORDED IN
REAL PROPERTY BOOK 1997, PAGE 13226, 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 (XX) mortgage
FROM Benjamin M. Smith, III and wife, Marylane W. Smith
TO First Performance Mortgage Corporation WHICH THE
TRANSFEROR WARRANTS THE UNPAID BALANCE ON SUCH DEBT TO BE NO MORE
THAN \$ 207,750.00 (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 \$ 25,700.00

IN WITNESS WHEREOF, THE TRANSFEROR HAS EXECUTED THIS ASSIGNMENT,
AND SET THE TRANSFEROR'S HAND AND SEAL ON THIS 22nd DAY OF
January, 1997.

Mid South Mortgage, Inc.
d/b/a The Mortgage Source
BY: [Signature]
ITS: President, Ted Kostopolus

STATE OF Alabama
COUNTY OF Jefferson

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN
SAID STATE, HEREBY CERTIFY THAT Ted Kostopolus
WHOSE NAME AS President OF Mid South Mortgage, Inc.

d/b/a The Mortgage Source 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 22nd DAY OF January,
1997.

01/31/1997-03227
09:10 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 MCD 8.50

NOTARY PUBLIC
MY COMMISSION EXPIRES: 5/29/99

CLAYTON I. SWEENEY, ATTORNEY AT LAW

Inst # 1997-03227