

REAL ESTATE LIEN ASSIGNMENT

STATE OF ALABAMA  
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS THAT FIRST CAPITAL MORTGAGE CORPORATION (THE "TRANSFEROR", WHETHER ONE OR MORE) FOR AND IN CONSIDERATION OF THE SUM OF TWENTY FIVE THOUSAND DOLLARS AND 00/100 (\$25,000.00) 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 TWENTY FIVE THOUSAND DOLLARS AND 00/100 (\$25,000.00) DATED JUNE 11, 1997 MADE BY ROBERT J. MALONE BEING PAYABLE TO FIRST CAPITAL MORTGAGE CORPORATION OR ORDER.

INST # 1997-19133

Inst # 1997-19134

AFORESAID, FOR THE SAME CONSIDERATION, THE TRANSFEROR DOES HEREBY TRANSFER, SET OVER AND ASSIGN UNTO THE TRANSFEREE THAT CERTAIN MORTGAGE (THE "LIEN") FROM ROBERT J. MALONE AND KAREN B. MALONE, HUSBAND AND WIFE TO FIRST CAPITAL MORTGAGE CORPORATION DATED THE 11TH DAY OF JUNE, 1997, RECORDED 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 THEREFORE.

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) MORTGAGE WHICH THE TRANSFEROR WARRANTS THE UNPAID BALANCE ON SUCH DEBT TO BE NO MORE THAN \$45,000.00 (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 \$25,000.00.

IN WITNESS WHEREOF, THE TRANSFEROR HAS EXECUTED THIS ASSIGNMENT AND SET THE TRANSFEROR'S HAND AND SEAL ON THIS 17TH DAY OF JUNE, 1997.

FIRST CAPITAL MORTGAGE CORPORATION

BY:

ITS:

STATE OF ALABAMA  
JEFFERSON COUNTY

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT James J. Lard WHOSE NAME AS Vice-President OF FIRST CAPITAL MORTGAGE 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 17TH DAY OF JUNE, 1997.

MY COMMISSION EXPIRES: 5/6/01

NOTARY PUBLIC

06/18/1997-19134  
01:56 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
001 REC 1.50