

STATE OF Alabama
COUNTY OF Shelby

KNOW ALL MEN BY THESE PRESENTS THAT FIRST CAPITAL MORTGAGE CORP
(THE "TRANSFEROR", WHETHER ONE OR MORE) FOR AND IN CONSIDERATION OF THE SUM OF
Forty two thousand & no/100 (\$ 42,000) PAID TO THE
TRANSFEROR BY NEW SOUTH FEDERAL SAVINGS BANK (THE "TRANSFEE"). THE RECEIPT
OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY TRANSFER, SET OVER AND ASSIGN
UNTO THE TRANSFEE, THAT CERTAIN PROMISSORY NOTE FOR Forty two
thousand & no/100 (\$ 42,000) DATED September 5, 1997 MADE BY
David L. McKinney BEING PAYABLE TO FIRST CAPITAL
MORTGAGE CORP OR ORDER WITHOUT RECOURSE, BUT SUBJECT TO THE TERMS AND
CONDITIONS OF THAT CERTAIN LOAN PURCHASE AGREEMENT, DATED 10/31/94
BETWEEN TRANSFEROR AND TRANSFEE (THE "AGREEMENT")

AND, FOR THE SAME CONSIDERATION, THE TRANSFEROR DOES HEREBY TRANSFER, SET
OVER AND ASSIGN UNTO THE TRANSFEE THAT CERTAIN MORTGAGE/DEED OF TRUST (THE
"LIEN") FROM David L. McKinney and wife Nancy S. McKinney TO
FIRST CAPITAL MORTGAGE CORP DATED THE 5th DAY OF September 19 97
RECORDED IN REAL PROPERTY BOOK PAGE OF THE RECORDS IN THE 1st
OFFICE OF THE JUDGE OF PROBATE COURT, COUNTY,
, WHICH SECURES THE PAYMENT OF THE AFORESAID NOTE.

AND, THE TRANSFEROR DOES HEREBY REMISE, RELEASE AND QUITCLAIM UNTO THE
TRANSFEE 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 TRANSFEE THE SAID DEBT AND THE NOTE WHICH
EVIDENCES THE SAME AND SECURITY THEREFOR.

AND THE TRANSFEROR REPRESENTS AND WARRANTS TO THE TRANSFEE 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 () FROM David L. McKinney and wife
Nancy S. McKinney TO Regions Mortgage
WHICH THE TRANSFEROR WARRANTS THE UNPAID BALANCE ON SUCH DEBT TO BE NO MORE
THAN \$ 156,000, (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, AS WELL AS THE TERMS OF THE AGREEMENT ON THE PART OF THE
TRANSFEROR TO HAVE PERFORMED, HAVE BEEN FULLY AND FAITHFULLY COMPLIED WITH.

THE TRANSFEROR HEREBY WARRANTS THE UNPAID BALANCE OF SAID NOTE TO BE NOT
LESS THAN \$ 42,000

IN WITNESS WHEREOF, THE TRANSFEROR HAS EXECUTED THIS ASSIGNMENT, AND SET THE
TRANSFEROR'S HAND AND SEAL ON THIS 11th DAY OF September, 19 97

BY: Eric Gilbert

ITS: Vice President

STATE OF Alabama
COUNTY OF Jefferson

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY
CERTIFY THAT Eric Gilbert

WHOSE NAME AS Vice President OF First Capital Mortgage Corp

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 OF
SAME BEARS DATE, WITH FULL AUTHORITY FOR AND AS THE ACT OF SAID CORPORATION.
GIVEN UNDER MY HAND AND SEAL THIS THE 11th DAY OF September, 19 97

NOTARY PUBLIC

MY COMMISSION EXPIRES:

MY COMMISSION EXPIRES OCTOBER 27, 1997

09/12/1997-29445
11:46 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 SNA 8.50