

STATE OF Alabama  
COUNTY OF Jefferson

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  
One Hundred Fifty Three Thousand & no/100 (\$ 153,000) 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 One Hundred Fifty  
Three Thousand & no/100 (\$ 153,000) DATED August 27, 1997 MADE BY A.  
Allen Trucks and wife Diane H. Trucks 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 TRANSFeree (THE "AGREEMENT")

AND, FOR THE SAME CONSIDERATION, THE TRANSFEROR DOES HEREBY TRANSFER, SET  
OVER AND ASSIGN UNTO THE TRANSFeree THAT CERTAIN MORTGAGE/DEED OF TRUST (THE  
"LIEN") FROM A. Allen Trucks and wife Diane H. Trucks  
TO FIRST CAPITAL MORTGAGE CORP DATED THE 27th DAY OF  
August 1997, RECORDED IN REAL PROPERTY BOOK 991 PAGE 24579 OF THE  
RECORDS IN THE 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  
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 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: (X) NONE OR ( ) \_\_\_\_\_  
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, 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 WARRANTY'S THE UNPAID BALANCE OF SAID NOTE TO BE NOT  
LESS THAN \$ 153,000.00

IN WITNESS WHEREOF, THE TRANSFEROR HAS EXECUTED THIS ASSIGNMENT, AND SET THE  
TRANSFEROR'S HAND AND SEAL ON THIS 3rd DAY OF September, 1997.

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 3rd DAY OF September, 1997

NOTARY PUBLIC

MY COMMISSION EXPIRES:

Notary Public, State of Alabama  
My Commission Expires February 21, 2001

Inst # 1997-29580

09/15/1997-29580  
12:56 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
001 MCB 8.50

Inst # 1997-29580