

REAL ESTATE LIEN ASSIGNMENT

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS that APPLETON MORTGAGE CORPORATION (THE "TRANSFEROR", WHETHER ONE OR MORE) for and in consideration of the sum of \$44450.00 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 \$44450.00 dated 09/17/97 made by JOHN ORTIZ SMYKLA and EVELYN ORTIZ SMYKLA payable to APPLETON MORTGAGE CORPORATION or order without recourse, but subject to the terms and conditions of that certain loan purchase agreement dated 7-7-94 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 (the "Lien") from JOHN ORTIZ SMYKLA and EVELYN ORTIZ SMYKLA to APPLETON MORTGAGE CORPORATION dated 09/17/97, recorded in Real Property Book 1997 Page 30872 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 rights, 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 () a first mortgage lien to TRUSTMARK which the transferor warrants the unpaid balance on such debt to be no more than \$113946.45. (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 \$44450.00.

IN WITNESS WHEREOF, the Transferor has executed this assignment, and set the Transferor's hand and seal on this 23rd day of September, 1997.

APPLETON MORTGAGE CORPORATION

By 
Its: PRESIDENT

STATE OF ALABAMA
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that J.D. APPLETON whose name as PRESIDENT of APPLETON 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 23rd day of September, 1997.


NOTARY PUBLIC

My commission expires: _____

MY COMMISSION EXPIRES OCTOBER 27, 1997

Inst # 1997-30873

09/25/1997-30873
10:16 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 NEL 8.50

Inst # 1997-30873