

AGREEMENT AND TRANSFER AND ASSIGNMENT

THIS AGREEMENT AND TRANSFER AND ASSIGNMENT, made and entered into this 12TH day of AUGUST 19 97  
by and between AMERICAN NATIONAL MORTGAGE CORPORATION, hereinafter called  
"OWNER" and AMERICAN GENERAL FINANCE, INC., a Delaware corporation, hereinafter called "AMERICAN GENERAL",  
whose address is: 3910 N DEUD HILLS RD., DECATUR, GA 30033

WITNESSETH:

WHEREAS, OWNER is the owner and holder of a Deed to Secure Debt, sometimes hereinafter "Mortgage", dated APRIL 30  
19 93, and recorded in Deed Book 1993, Page 12680, Public Records of SHELBY County, ALABAMA  
securing a promissory note, hereinafter "Note", in the original amount of \$ 14,000.00, and

WHEREAS, the OWNER wishes to transfer and assign for value said Mortgage and Note to AMERICAN GENERAL upon the terms  
and provisions more specifically set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

1. OWNER'S warranties. The Owner covenants and represents that:

- (a) The Mortgage is a good and valid instrument having been prepared and/or recorded by a licensed Georgia Attorney or an  
accredited title insurance company and constitutes a valid FIRST  

(first) (second)

  
mortgage lien against the real property described therein.
- (b) OWNER is vested with a full and absolute title to said Mortgage and Note and has authority to assign and transfer the same  
which are presently free and clear of all encumbrances.
- (c) The initial principal face amount of the Mortgage and Note has been advanced to the maker(s), obligor(s) or grantor(s)  
hereinafter "Mortgagor" and there are no defaults existing at the present time under any of the covenants contained in the  
said Mortgage and Note except the following:  
NONE
- (d) The Mortgage and Note were not originated or closed in a manner which violated, or now violates, any Federal, State or local  
laws, ordinances, regulations or rulings including, without limitation, Federal and State truth-in-lending laws and any  
other consumer protection laws, all Federal and State equal credit opportunity laws, any applicable State usury laws, the  
requirements of the Serviceman's Readjustment Act of 1944, and the National Housing Act.
- (e) There are no undisclosed agreements between the Mortgagor and the OWNER concerning any facts or conditions whether  
past, present or future which in any way affect the obligations of the Mortgagor to make timely payments thereon.
- (f) OWNER has no knowledge of any valid legal defenses which would adversely affect the collectibility of the Mortgage  
and Note.
- (g) The Mortgage and Note documents were executed by a person(s) purported to be the Mortgagor(s) and contain no forged or  
unauthorized signatures, and the parties named therein were of full age and capacity to contract.
- (h) The present unpaid principal balance of the Mortgage and Note is \$ 9,369.88 and the next mortgage payment in  
the amount of \$ 169.86 is due and payable 9-15 19 97.
- (i) The Note and Mortgage and any other documents and instruments of record representing, evidencing or relating thereto are  
true and correct, undisputed, and reflect full, correct, and accurate information as to the balance and the status thereof, that  
no credit hereafter has been given for payment made by an employee or agent of OWNER, or has arisen from a renewal granted  
for the purpose of concealing a delinquency.
- (j) That the mortgage and note are free of usury and from any set-off, counterclaim, or defense of any nature whatsoever; that  
no settlement, payment or compromise has been made with respect to the Mortgage and Note and that no special promise or  
consideration has been made to the Mortgagor.

2. Sale, Consideration, Transfer and Assignment. OWNER hereby sells the said Mortgage and Note to AMERICAN GENERAL for the  
sum of \$ 8,329.78 total, receipt of which the OWNER does hereby acknowledge. In consideration thereof, OWNER has endorsed  
the Note to American General, without recourse, and does hereby sell, transfer, assign and convey to American General the aforesaid Deed  
to Secure Debt, including all rights, powers and options contained therein, the indebtedness secured thereby and the property described  
therein.

3. Indemnification. OWNER agrees to indemnify and save AMERICAN GENERAL harmless from and against any and all loss, damage,  
liability and expense (including its reasonable attorney's fees and cost of litigation) sustained or incurred by AMERICAN GENERAL arising out of, or based upon the inaccuracy or breach of any warranty or representation made by OWNER to AMERICAN GENERAL, as contained herein.

4. Time and binding effect. Time shall always be of the essence and the provisions herein shall insure to, and be binding upon, the respective heirs, representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and date first above written.

AMERICAN NATIONAL MORTGAGE CORPORATION (SEAL)

OWNER

BY: (SEAL)

FRANK C. JOFFRION, VICE PRESIDENT OWNER

AMERICAN GENERAL FINANCE, INC.

BY:

Witness

Notary Public

Notary Public, DeKalb County, Georgia  
My Commission Expires 12/31/2001

Lisa Davis  
Patricia A. Nelson

Inst # 1997-32243

10/03/1997-32243  
02:42 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE