

## REAL ESTATE LIEN ASSIGNMENT

STATE OF Alabama  
COUNTY OF MADISON

KNOWN ALL MEN BY THESE PRESENTS THAT UNION PLANTERS BANK OF ALABAMA (THE "TRANSFEROR", WHETHER ONE OR MORE) FOR AND IN CONSIDERATION OF THE SUM OF ONE HUNDRED THIRTY FIVE THOUSAND NINE HUNDRED DOLLARS AND NO/100\*\*\*\* (\$135,900.00) PAID TO THE TRANSFEROR BY EASTERN MORTGAGE SERVICES, INC. (THE "TRANSFEE") THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY TRANSFER, SET OVER AND ASSIGN UNTO THE TRANSFEE, THAT CERTAIN PROMISSORY NOTE FOR ONE HUNDRED THIRTY FIVE THOUSAND NINE HUNDRED DOLLARS AND NO/100\*\*\* (\$ 135,900.00) DATED SEPTEMBER 29, 1997 MADE BY BEING PAYABLE TO OLD STONE MORTGAGE CO. OR ORDER.

AND, FOR THE SAME CONSIDERATION, THE TRANSFEROR DOES HEREBY TRANSFER, SET OVER AND ASSIGN UNTO THE TRANSFEE THAT CERTAIN MORTGAGE (THE LIEN) FROM BARRY FAULKNER AND LISA FAULKNER TO OLD STONE MORTGAGE CO. DATED THE 29TH DAY OF SEPTEMBER, 1997, RECORDED IN INSTRUMENT # \_\_\_\_\_ AND ASSIGNED TO UNION PLANTERS BANK OF ALABAMA IN INSTRUMENT # 1997-33781 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE COURT, SHELBY 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 SAID SECURITY THEREFORE.

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 FROM \_\_\_\_\_

TO \_\_\_\_\_ WHICH THE TRANSFEROR WARRANTS THE UNPAID BALANCE ON SUCH DEBT TO BE NO MORE THAT \$ \_\_\_\_\_ (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 NOT TO BE NOT LESS THAN \$ 135,900.00.

IN WITNESS WHEREOF, THE TRANSFEROR HAS EXECUTED THIS ASSIGNMENT, AND SET THE TRANSFEROR'S HAND AND SEAL ON THIS 2 DAY OF OCTOBER, 1997.

BY: *Richard L. Perdue*  
ITS: SR VICE PRESIDENT

STATE OF ALABAMA  
COUNTY OF MADISON

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT RICHARD PERDUE, WHOSE NAME AS SR VICE PRESIDENT OF UNION PLANTERS BANK OF ALABAMA IS SIGNED TO THE FOREGOING INSTRUMENT AND 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 2 DAY OF OCTOBER, 19 97.

*Mary M. Way*  
NOTARY PUBLIC My Commission Expires 5-7-2000

MY COMMISSION EXPIRES: \_\_\_\_\_

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Inst # 1997-33782  
10/17/1997-33782  
09:58 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
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