

REAL ESTATE LIEN ASSIGNMENT

STATE OF Alabama  
COUNTY OF Shelby

KNOW ALL MEN BY THESE PRESENTS THAT Mid South Mortgage, Inc. d/b/a The Mortgage Source  
(THE TRANSFEROR) HAS HEREBY ONE OBLIGED FOR  
AND IN CONSIDERATION OF THE SUM OF Seventy-Four Thousand Eight Hundred and  
00/100 Dollars is 74,800.00  
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  
Seventy-Four Thousand Eight Hundred and 00/100 74,800.00  
DATED 12/4/97 MADE BY Ronnie K. Henry  
BEING PAYABLE TO Mid South Mortgage, Inc. d/b/a The Mortgage Source  
OR ORDER WITHOUT RECOURSE, BUT SUBJECT TO THE TERMS AND CONDITIONS OF THAT  
CERTAIN LOAN PURCHASE AGREEMENT, DATED 12/19/94 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  
Ronnie K. Henry  
to Mid South Mortgage, Inc. d/b/a The Mortgage Source  
DATED THE 4th DAY OF December, 1997, RECORDED IN REAL PROPERTY BOOK  
1997 PAGE 41051 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 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 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 ( ) \_\_\_\_\_  
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 WARRANTS THE UNPAID BALANCE OF SAID NOTE TO BE NOT  
LESS THAN \$ 74,800.00

IN WITNESS WHEREOF, THE TRANSFEROR HAS EXECUTED THIS ASSIGNMENT, AND SET THE  
TRANSFEROR'S HAND AND SEAL ON THIS 9th DAY OF December, 1997  
Mid South Mortgage, Inc. d/b/a The Mortgage Source  
BY: [Signature]  
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 Ied Kostopulos  
WHOSE NAME AS President

OF Mid South Mortgage, Inc. d/b/a The Mortgage Source  
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 9th DAY OF December, 1997

[Signature]  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

My Commission Expires  
May 10, 2000

Inst # 1997-41052

Inst # 1997-41052

12/17/1997-41052  
03:24 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
001 HCB 8.50