

## REAL ESTATE LIEN ASSIGNMENT

### STATE OF ALABAMA COUNTY OF Shelby

KNOW ALL MEN BY THESE PRESENTS that **Delta Funding Corporation** (THE "TRANSFEROR", WHETHER ONE OR MORE) for and in consideration of the sum of **\$125600** 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 **\$125600** dated January 28, 1998 made by **Amond L. Burroughs and Angela D. Burroughs, husband and wife** made payable to Delta Funding Corporation 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 transferee that certain mortgage (the "Lien") from Amond L. Burroughs and Angela D. Burroughs, husband and wife to Delta Funding Corporation dated January 28, 1998 and recorded in instrument No. **1998-03522** of the records in the office of the Judge of Probate Court, **Shelby** County, Alabama, which secures the payment of aforesaid note.

AND, 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 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 \_\_\_\_\_ which the Transferor warrants the unpaid balance to be no more than \$\_\_\_\_\_. (vi) that all disclosures and notices required by the Federal Consumer Credit 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 **\$125600**.

IN WITNESS WHEREOF, the Transferor has executed this assignment, and set the Transferor's hand and seal on this the **28th** day of **January, 1998**.

**Delta Funding Corporation**

By: 

**Dwight Wiggins**  
Its: President

### STATE OF ALABAMA COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **Dwight Wiggins** whose name as **President** of **Delta Funding Corporation** is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, he/she in his/her capacity as such officer executed the same voluntarily on the day the same bears date, with full authority and as the act of said entity.

Given under my hand and seal this the **28th** day of **January, 1998**.

  
Notary Public

My Commission Expires: **09/21/98**

THIS INSTRUMENT PREPARED BY:  
**W. Russell Beals, Jr., Attorney At Law**  
200 Cahaba Park South, Suite 104  
Birmingham, Alabama 35242

File No.: 98007RB

Inst # 1998-03523

02/03/1998-03523  
11:59 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
001 MCD 8.50

Inst # 1998-03523