

ASSIGNMENT AND TRANSFER OF LIEN

THE STATE OF Alabama

COUNTY OF Shelby

KNOW ALL MEN BY THESE PRESENTS:

That First Capital Mortgage Corporation

acting herein by and through its duly authorized officers, hereinafter called transferor, of the County/Parish of Jefferson, and State of Alabama, for and in consideration of TEN AND NO/100 DOLLARS CASH, AND OTHER GOOD AND VALUABLE CONSIDERATION, to it in hand paid by National Finance Company Corporation, 21 Corporate Drive, Clifton Park, NY 12065 hereinafter called transferee, the receipt of which is hereby acknowledged, has this day Sold, Conveyed, Transferred and Assigned and by these presents does Sell, Convey, Transfer and Assign unto the said transferee the hereinafter described indebtedness.

AND transferor further Grants, Sells and Conveys unto the transferee all the rights, title, interest and liens owned or held by transferor in the hereinafter described land by virtue of said indebtedness herein conveyed and assigned.

TO HAVE AND TO HOLD unto the said transferee, transferee's heirs and assigns the following described indebtedness together with all and singular the following mentioned lien and any and all liens, rights, equities, remedies, privileges, titles and interest in and to said land, which transferor has by virtue of being legal holder and owner of said indebtedness.

SAID INDEBTEDNESS, LIENS AND LAND BEING DESCRIBED AS FOLLOWS:

One certain promissory note executed by TERRY E. HOSMER and SHIRLEY A. HOSMER, husband and wife

and payable to the order of First Capital Mortgage Corporation

in the sum of \$ 66,000.00 dated October 29, 1997 and bearing interest and due and payable in monthly installments as therein provided.

Said note being secured by Security Instrument of even date therewith to

First Capital Mortgage Corporation, Lender, duly recorded in the Real Property Records of Shelby County, Alabama and secured by the liens therein expressed, on the following described lot, tract, or parcel of land, lying and being situated in Shelby County, Alabama to wit:

See Exhibit 'A' attached hereto and made a part hereof.

Inst # 1998-06825

02/27/1998-06825
01:10 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
902 MC3 11.00

MORTGAGE RECORDED

IN BOOK 1997 PAGE 36091

EXECUTED without recourse on the undersigned to be effective on the 19th day of November, 1997.

First Capital Mortgage Corporation

By: 

THE STATE OF Alabama

COUNTY/PARISH OF Jefferson

This instrument was acknowledged before me this 19th day of November, 1997, by

ERIC G. GUSER
of First Capital Mortgage Corporation
on behalf of said entity.


Notary Public - State of Alabama

Please Return to:
First Capital Mortgage Corporation

11 Chase Corporate Center #80 - Post Closing
Birmingham, AL 35244

ASSIGNMENT AND TRANSFER OF LIEN WITHOUT RECOURSE

MY COMMISSION EXPIRES
11-07-00

Loan No.: 005-566562

HOMER

EXHIBIT "A" - LEGAL DESCRIPTION

COMMENCE AT THE NORTHWEST CORNER OF THE NE 1/4 OF NE 1/4 OF SECTION 23, TOWNSHIP 21, RANGE 3 WEST AND RUN THENCE SOUTH ALONG SAID 1/4 1/4 SECTION A DISTANCE OF SIX HUNDRED FEET; THENCE RUN EAST AND PARALLEL WITH THE NORTH LINE OF SAID 1/4 1/4 SECTION AND RUN 20 FEET TO THE POINT OF BEGINNING OF THE LOT HEREIN CONVEYED; THENCE CONTINUE IN THE SAME DIRECTION EAST A DISTANCE OF 209 FEET; THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF SAID 1/4 1/4 SECTION 418 FEET; THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID 1/4 1/4 SECTION 209 FEET; THENCE NORTH AND PARALLEL WITH THE WEST LINE OF SAID 1/4 1/4 SECTION A DISTANCE OF 418 FEET AND ALONG THE EAST LINE OF A DRIVEWAY OR ROAD TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

Initials: _____

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