

# REAL ESTATE LIEN ASSIGNMENT

STATE OF ALABAMA  
COUNTY OF

KNOW ALL MEN BY THESE PRESENT THAT GREAT EASTERN FINANCIAL SERVICES, INC. (THE "TRANSFEROR", WHETHER ONE OR MORE) FOR AND IN CONSIDERATION OF THE SUM OF Sixteen Thousand Dollars and Zero Cents

(\$ 16,000.00) PAID TO THE TRANSFEROR BY NEW SOUTH FEDERAL SAVINGS BANK, 215 NORTH 21ST STREET, BIRMINGHAM, ALABAMA, 35203 ("THE TRANSFEREE") THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY TRANSFER, SET OVER AND ASSIGN UNTO THE TRANSFEREE, THAT CERTAIN PROMISSORY NOTE FOR \$ 16,000.00 DATED February 13, 1998 MADE BY HOBIE NATHANIEL MILLER and ANNIE M. MILLER, HUSBAND AND WIFE BEING PAYABLE TO GREAT EASTERN FINANCIAL SERVICES, INC. OR ORDER WITHOUT RECOURSE, BUT SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN LOAN PURCHASE AGREEMENT, DATED MAY 13, 1996 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 HOBIE NATHANIEL MILLER and ANNIE M. MILLER TO

GREAT EASTERN FINANCIAL SERVICES, INC. DATED February 13, 1998 RECORDED IN DEED BOOK 1998, PAGE 05481, SHELBY COUNTY, ALABAMA RECORDS, WHICH SECURES THE PAYMENT OF THE AFORESAID NOTE.

AND RE-RECORDED IN INSTRUMENT # 1998-38319.

AND, THE 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 SAID SECURITY THEREOF.

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 (X) A FIRST MORTGAGE FROM HOBIE NATHANIEL MILLER and ANNIE M. MILLER TO CHASE MANHATTAN MTG. WHICH THE TRANSFEROR WARRANTS THE UNPAID BALANCE ON SUCH DEBT TO BE NO MORE THAN \$ 64,500.00, (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 \$ 16,000.00.

IN WITNESS WHEREOF, THE TRANSFEROR HAS EXECUTED THIS ASSIGNMENT, AND SET THE TRANSFEROR'S HAND AND SEAL ON 2/26/98

Witness Jean Moore

Beth Jett  
Great Eastern Financial Services, Inc.  
BY: Beth Jett  
ITS: Sr. Vice President

Ellen Pressley  
Notary Public  
My Commission Expires: May 9, 2000  
Notary Public, Newton County, Georgia  
My Commission Expires May 9, 2000

10/01/1998-38320  
11:37 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
001 MEL 8.50