

R9811-2862

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS THAT COATS & CO., INC. DBA ADVANTAGE EQUITY
(THE "TRANSFEROR", WHETHER ONE OR MORE) FOR
AND IN CONSIDERATION OF THE SUM OF SIXTY-FOUR THOUSAND EIGHT HUNDRED
AND NO/100 DOLLARS (\$ 64,800.00)
PAID TO THE TRANSFEROR BY NEW SOUTH FEDERAL SAVINGS BANK (THE "TRANSFEE")
THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY TRANSFER, SET OVER
AND ASSIGN UNTO THE TRANSFEE, THAT CERTAIN PROMISSORY NOTE FOR
SIXTY-FOUR THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$ 64,800.00)
DATED 11/24/98 MADE BY GARY G. & ANDREA R. ROUSE, HUSBAND AND WIFE
BEING PAYABLE TO COATS & CO., INC. DBA ADVANTAGE EQUITY
OR ORDER WITHOUT RECOURSE, BUT SUBJECT TO THE TERMS AND CONDITIONS OF THAT
CERTAIN LOAN PURCHASE AGREEMENT, DATED JULY 23, 1996 BETWEEN
TRANSFEROR AND TRANSFEE (THE "AGREEMENT").

Inst # 1998-48431

AND, FOR THE SAME CONSIDERATION, THE TRANSFEROR DOES HEREBY TRANSFER, SET
OVER AND ASSIGN UNTO THE TRANSFEE THAT CERTAIN MORTGAGE (THE "LIEN") FROM
GARY G. AND ANDREA R. ROUSE, HUSBAND AND WIFE
TO COATS & CO., INC. DBA ADVANTAGE EQUITY
DATED THE 24TH DAY OF NOVEMBER, 19 98, RECORDED IN REAL PROPERTY BOOK
1998, PAGE 48430, 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
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 THEREFOR.

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 OR ()

FROM _____ WHICH THE TRANSFEROR
TO _____ WARRANTS THE UNPAID BALANCE ON SUCH DEBT TO BE NO MORE THAN \$ N/A
(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 THE 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 \$ 64,800.00

IN WITNESS WHEREOF, THE TRANSFEROR HAS EXECUTED THIS ASSIGNMENT, AND SET THE
TRANSFEROR'S HAND AND SEAL ON THIS 1ST DAY OF DECEMBER, 19 98

BY: TOM SPARKS
ITS: VICE-PRESIDENT

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY
CERTIFY THAT TOM SPARKS
WHOSE NAME AS VICE-PRESIDENT OF COATS & CO., INC. DBA
ADVANTAGE EQUITY 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 1ST DAY OF DECEMBER, 19 98

NOTARY PUBLIC
MY COMMISSION EXPIRES: 5/27/01

12/07/1998-48431
09:07 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
8.50
1001 NEL