| STATE OF ALABAMA |
|--|
| COUNTY OF SHELBY |
| WHOLE ALL MEN BY THESE SPECKITS THAT COMES & CO. THE DRA ADVANTAGE BOUITY |
| KNOW ALL MEN BY THESE PRESENTS THAT COATS & CO., INC. DBA ADVANTAGE BOULTY (THE "TRANSFEROR", WHETHER ONE OR MORE) FOR |
| AND IN CONSIDERATION OF THE SUM OFSIXTY-FOUR THOUSAND BIGHT HUMDRED |
| AND IN CONSIDERATION OF THE SUM OF |
| 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 |
| SIXTY-FOUR TROUBAND RICHT HONDRED AND NO/100 DOLLARS (\$ 64,800.00 |
| DATED 11/24/98 MADE BY CARY G. & ANDREA R. BOUSE, HUSBAND AND WIFE |
| BEING PAYABLE TO COATS & CO., INC. DEA ADVANTAGE BOUITY |
| OR ORDER WITHOUT RECOURSE, BUT SUBJECT TO THE TERMS AND CONDITIONS OF THAT |
| CERTAIN LOAN PURCHASE AGREEMENT, DATED JULY 23, 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 |
| GARY G. AND ANDREA R. ROUSE, HUSBAND AND WIFE |
| TO COATS & CO., INC. DBA ADVANTAGE EQUITY |
| DATED THE 24TH DAY OF MOVEMENT 19 98, RECORDED IN REAL PROPERTY BOOK 1998, PAGE 48430, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE |
| 1998, PAGE 48430, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE |
| COURT, SHRIBY 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 S |
| 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 ON THE ONE OF THE LIEN, (IV) THAT THE ONE OF THE LIEN, (IV) THE ONE OF THE ONE OF THE ONE OF THE LIEN, (IV) THE ONE OF THE ONE OF THE ONE OF THE ONE |
| TRANSFEROR HAS GOOD AND LAWFUL RIGHT TO ASSIGN THE SAME, (V)THAT THERE ARE NOT & |
| THE PROPERTY OF THE LIFE EVOCESTING MONE OF A COMMISSION OF THE PROPERTY OF TH |
| LIENS SUPERIOR TO THE LIEN EXCEPTIVE)NONE OR () B & |
| LIENS SUPERIOR TO THE LIEN EXCEPTIVE)NONE OR () |
| LIENS SUPERIOR TO THE LIEN EXCEPT NONE OR ()FROMFROMWHICH THE TRANSFEROR |
| LIENS SUPERIOR TO THE LIEN EXCEPT NONE OR () |
| LIENS SUPERIOR TO THE LIEN EXCEPT NONE OR () |
| LIENS SUPERIOR TO THE LIEN EXCEPT: NONE OR () |
| LIENS SUPERIOR TO THE LIEN EXCEPT: NONE OR () |
| WHICH THE TRANSFEROR OF WHICH THE TRANSFEROR OF WHICH THE TRANSFEROR OF WARRANTS THE UNPAID BALANCE ON SUCH DEBT TO BE NO MORE THAN \$ |
| WHICH THE TRANSFEROR |
| WHICH THE TRANSFEROR OF WHICH THE TRANSFEROR OF WHICH THE TRANSFEROR OF WARRANTS THE UNPAID BALANCE ON SUCH DEBT TO BE NO MORE THAN \$ |
| WHICH THE TRANSFEROR |
| TO |
| WHICH THE TRANSFEROR |
| LIENS SUPERIOR TO THE LIEN EXCEPT NONE OR () FROM WHICH THE TRANSFEROR WHICH THE TRAN |
| LIENS SUPERIOR TO THE LIEN EXCEPT NONE OR () FROM WHICH THE TRANSFEROR WHICH THE TRAN |
| LIENS SUPERIOR TO THE LIEN EXCEPT NONE OR () FROM WHICH THE TRANSFEROR WHICH THE TRAN |
| LIENS SUPERIOR TO THE LIEN EXCEPT NONE OR () FROM WHICH THE TRANSFEROR WHICH THE TRAN |
| TO |
| LIENS SUPERIOR TO THE LIEN EXCEPT NONE OR () FROM WHICH THE TRANSFEROR WHICH THE TRANSFEROR (VI)THAT ALL DISCLOSURES AND NOTICES REQUIRED BY THE FEDERAK 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 OFTHER 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 WARRANTYS 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 1877 BAY OF DECEMBER 19 98 BY: 100 SPARKS |
| TO |
| WHICH THE TRANSFEROR WHICH THE TRANSFEROR WARRANTS THE UNPAID BALANCE ON SUCH DEBT TO BE NO MORE THAN \$ |
| LIENS SUPERIOR TO THE LIEN EXCEPT. NONE OR () FROM WHICH THE TRANSFEROR WARRANTS THE UNPAID BALANCE ON SUCH DEBT TO BE NO MORE THAN \$ 16/2 (VI)THAT ALL DISCLOSURES AND NOTICES REQUIRED BY THE FEDERAK 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 OFTHER 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 WARRANTYS 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 197 ANT OF DISCRESS 1998 BY: TON SPARES ITS: VICE-PRESIDENT STATE OF ALABAMA |
| WHICH THE TRANSFEROR WHICH THE TRANSFEROR WARRANTS THE UNPAID BALANCE ON SUCH DEBT TO BE NO MORE THAN \$ 16/2 (VI)THAT ALL DISCLOSURES AND NOTICES REQUIRED BY THE FEDERAK 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 OFTHER 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 WARRANTYS 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 197 DAY OF DECEMBER 19 98 STATE OF ALABAMA COUNTY OF JEFFEROR |
| LIENS SUPERIOR TO THE LIEN EXCEPT NONE OR () FROM WHICH THE TRANSFEROR WHICH THE TRA |
| LIENS SUPERIOR TO THE LIEN EXCEPT (NONE OR () |
| LIENS SUPERIOR TO THE LIEN EXCEPTIFY)NONE OR () TO WHICH THE TRANSFEROR WARRANTS THE UNPAID BALANCE ON SUCH DEBT TO BE NO MORE THAN \$ W/A (VI)THAT ALL DISCLOSURES AND NOTICES REQUIRED BY THE FEDERAK 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 OFTHER 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 WARRANTYS 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 187 DAY OF DISCOMBER 19 98 STATE OF ALABANA COUNTY OF JIEVTERSON ITS: VICE-PRESIDENT STATE OF ALABANA COUNTY IN SAID STATE, HEREBY CERTIFY THAT TON SPARKS WHOSE NAME AS VICE-PRESIDENT OF COATS & CO., INC. DBA |
| LIENS SUPERIOR TO THE LIEN EXCEPT**NONE OR () |
| WHICH THE TRANSFERORUM WARRANTS THE UNPAID BALANCE ON SUCH DEBT TO BE NO MORE THAN \$ 1/2 |
| WHICH THE TRANSFEROR WARRANTS THE UNPAID BALANCE ON SUCH DEBT TO BE NO MORE THAN \$ 16/2 |
| WHICH THE TRANSFEROR TO THE LIEN EXCEPT NONE OR (). TO WHICH THE TRANSFEROR OR WHICH THE TRANSFEROR WHICH THE TRANSFEROR ON SUCH DEBT TO BE NO MORE THAN \$ 1/A |
| USENS SUPERIOR TO THE LIEN EXCEPT NONE OR () FROM WHICH THE TRANSFEROR 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 OFTHER 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 WARRANTYS 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 18T DAY OF DECEMBER ITS: VICE-PRESIDENT STATE OF ALABAMA COUNTY OF JIFTERSON (, 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 ADVANTACE BOUTTS 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. |
| LIENS SUPERIOR TO THE LIEN EXCEPT (NONE OR () FROM WHICH THE TRANSFEROR FROM WARRANTS THE UNPAID BALANCE ON SUCH DEBT TO BE NO MORE THAN \$ 1/A WARRANTS THE UNPAID BALANCE ON SUCH DEBT TO BE NO MORE THAN \$ 1/A WARRANTS THE UNPAID BALANCE ON SUCH DEBT TO BE NO MORE THAN \$ 1/A WARRANTS THE UNPAID BALANCE ON SUCH DEBT TO BE NO MORE THAN \$ 1/A WARRANTS THE UNPAID BALANCE OF GOVERNORS PROMULGATED PURSUANT THERETO HAVE BEEN PROPERLY MADE AND GIVEN IN REGARD TO THE LIEN AND (VI)THAT ALL OFTHER 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 WARRANTYS 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 15T VICE-PRESIDENT STATE OF ALBRAMA COUNTY OF DECEMBER 19 98 STATE OF ALBRAMA OF THE TRANSFEROR HAS EXECUTED THIS ASSIGNMENT AND STATE, HEREBY CERTIFY THAT TON SPARTS WHOSE NAME AS VICE-PRESIDENT OF COATS & CO., INC. DBA ANYANTACE SQUITY 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 15T DAY OF DECEMBER 19 98 |
| USENS SUPERIOR TO THE LIEN EXCEPT NONE OR () FROM WHICH THE TRANSFEROR 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 OFTHER 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 WARRANTYS 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 18T DAY OF DECEMBER ITS: VICE-PRESIDENT STATE OF ALABAMA COUNTY OF JIFTERSON (, 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 ADVANTACE BOUTTS 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. |

MY COMMISSION EXPIRES: 5727 01