524.281.1

REAL ESTATE LIEN ASSIGNMENT

STATE OF ALABAMA
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS THAT <u>ADMIRAL FUNDING</u>, <u>LLC</u> (THE "TRANSFEROR", WHETHER ONE OR MORE) FOR AND IN CONSIDERATION OF THE SUM OF (\$ 183,600.00) PAID TO THE TRANSFEROR BY <u>NEW SOUTH FEDERAL SAVINGS BANK</u> (THE "TRANSFEREE") THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY TRANSFER, SET OVER ANS ASSIGN UNTO THE TRANSFEREE, THAT CERTAIN PROMISSORY NOTE FOR <u>One Hundred Eighty three thousand six Hundred and No/100</u> (\$183,600.00) DATED 08/14/98 MADE BY JOSEPH S. BUSSEY AND <u>PATRICIA A. BUSSEY</u> BEING PAYABLE TO <u>ADMIRAL FUNDING</u>, <u>LLC</u> ORDER WITHOUT RECOURSE, BUT SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN LOAN PURCHASE AGREEMENT DATED <u>2-24-97</u> 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 JOSEPH S. BUSSEY AND SPOUSE PATRICIA A. BUSSEY TO ADMIRAL FUNDING, LLC DATED 08/14/98, RECORDED IN REAL PROPERTY BOOK 1998 AND PAGE 32592, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE COURT, SHELBY COUNTY, ALABAMA, WHICH SECURES THE PAYMENT OF THE AFORSAID 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 JOF THE UNDERSIGNED TO TRANSFER TO THE TRANSFEREE THE SAID DEBT AND THE NOTE WHICH EVIDENCES THE SAME AND SAID SECURITY THEREOF.

IND, 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, (IV) THAT THE III) THAT THE TRANSFEROR HAS MADE NO PRIOR ASSIGNMENTS OF THE LIEN, (IV) THAT THE TRANSFEROR HAS GOOD AND LAWFUL RITH TO ASSIGN THE SAME, (V) THAT THERE ARE NO
JENS SUPERIOR TO THE LIEN EXCEPT (X) NONE OR ()
FROM

WHICH THE TRANSFEROR WARRANTS THE UNPAID BALANCE ON SUCH DEBT TO BE NO MORE THAN\$______(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 OF THEIR 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 WARRANTYS THE UNPAID BALANCE OF SAID NOTE TO BE NOT LESS THAN \$183,600,00.

IN WITNESS WHEREOF, THE TRANSFEROR HAS EXECUTED THIS ASSIGNMENT, AND SET THE TRANSFEROR'S HAND AND SEAL ON 08/26/98

Dennis K. McLaughlin

ITS: CEO

STATE OF ALABAMA

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT DENNIS K. McLAUGHLIN, WHOSE NAME AS CEO OF ADMIRAL FUNDING, LLC 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 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 ON 08/26/98.

THIS DOCUMENT PREPARED BY: ADMIRAL FUNDING, LLC 300 OFFICE PARK DRIVE, SUIT 216 BIRMINGHA, AL 35223

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MY COMMISION EXPIRES SONDED THRU NOTARY PUBLIC UNDERWRITERS

02/01/1999-04320 12:00 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 001 MMS 8.50