

FROM

(THU) 01:28' 99, 17:56/ST. 17:51/NO. 3561791394 P. 171

4425

REAL ESTATE LIEN ASSIGNMENT

STATE OF ALABAMA
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS THAT MID SOUTH MORTGAGE, INC. D/B/A THE MORTGAGE SOURCE (THE "TRANSFEROR", WHETHER ONE OR MORE) FOR AND IN CONSIDERATION OF THE SUM OF TWENTY FOUR THOUSAND AND NO/100THS (\$ 24,000.00) 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 TWENTY FOUR THOUSAND AND NO/100THS (\$ 24,000.00) DATED 2/26/99 MADE BY DAVID J. LESKO BEING PAYABLE TO MID SOUTH MORTGAGE, INC. D/B/A THE MORTGAGE SOURCE OR ORDER WITHOUT RECOURSE, BUT SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN LOAN PURCHASE AGREEMENT, DATED 3/5/98 BETWEEN TRANSFEROR AND TRANSFEREE (THE "AGREEMENT").

Inst # 1999-09484

AND, FOR THE SAME CONSIDERATION, THE TRANSFEROR DOES HEREBY TRANSFER, SET OVER AND ASSIGN UNTO THE TRANSFEREE THAT CERTAIN MORTGAGE (THE "LIEN") FROM DAVID J. LESKO AND VALERIE LESKO, HUSBAND AND WIFE TO MID SOUTH MORTGAGE, INC. D/B/A THE MORTGAGE SOURCE DATED THE 26TH DAY OF FEBRUARY, 1999, RECORDED IN REAL PROPERTY BOOK 1999, PAGE 09483 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 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 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) FIRST MORTGAGE FROM LIBERTY MORTGAGE CORPORATION TO DAVID J. LESKO AND VALERIE LESKO WHICH THE TRANSFEROR WARRANTS THE UNPAID BALANCE ON SUCH DEBT TO BE NO MORE THAN \$ 240,000.00 (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 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 \$ 24,000.00

IN WITNESS WHEREOF, THE TRANSFEROR HAS EXECUTED THIS ASSIGNMENT, AND SET THE TRANSFEROR'S HAND AND SEAL ON THIS 26TH DAY OF FEBRUARY, 1999

BY: KENNETH L. HARRIS
ITS: VICE PRESIDENT

STATE OF ALABAMA
COUNTY OF SHELBY

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT KENNETH L. HARRIS WHOSE NAME AS VICE-PRESIDENT OF MID SOUTH MORTGAGE, INC. D/B/A THE MORTGAGE SOURCE 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 26TH DAY OF FEBRUARY, 1999

03/08/1999-09484
09:40 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

NOTARY PUBLIC

MY COMMISSION EXPIRES: 5-20-00