

8643084

STATE OF ALABAMA
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS THAT FIRST CAPITAL MORTGAGE CORPORATION (THE "TRANSFEROR", WHETHER ONE OR MORE) FOR AND IN CONSIDERATION OF THE SUM OF ONE HUNDRED TWENTY ONE THOUSAND FIVE HUNDRED AND 0/100 TRANSFEROR BY NEWSOUTH 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 ONE HUNDRED TWENTY ONE THOUSAND FIVE HUNDRED AND 0/100 (121,500) DATED JULY 24, 1998 MADE BY JOHN MICHAEL HARBOR AND CATHERINE DUPREE HARBOR PAYABLE TO FIRST CAPITAL MORTGAGE CORPORATION OR ORDER WITHOUT RECOURSE, BUT SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN LOAN PURCHASE AGREEMENT, DATED 10/31/94 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/DEED OF TRUST (THE "LIEN") FROM JOHN MICHAEL HARBOR AND CATHERINE DUPREE HARBOR TO FIRST CAPITAL MORTGAGE CORPORATION DATED THE 24 DAY OF JULY 1998, RECORDED IN REAL PROPERTY BOOK 1998, PAGE 29454, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE COURT, JEFFERSON XX 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 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: (X) NONE OR () FROM JOHN MICHAEL HARBOR AND CATHERINE DUPREE HARBOR TO 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 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 \$ 121,500.00.

IN WITNESS WHEREOF, THE TRANSFEROR HAS EXECUTED THIS ASSIGNMENT, AND SET THE TRANSFEROR'S HAND AND SEAL ON THIS 27 DAY OF AUGUST, 1998.

BY: Eric Gilbert

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 Eric Gilbert WHOSE NAME AS Vice President OF FIRST CAPITAL MORTGAGE CORPORATION 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 OF SAME BEARS DATE, WITH FULL AUTHORITY FOR AND AS THE ACT OF SAID CORPORATION.
GIVEN UNDER MY HAND AND SEAL THIS THE 27 DAY OF AUGUST, 1998

Don S. Knight
NOTARY PUBLIC

MY COMMISSION EXPIRES: 12/6/2001

03/25/1999-12645
03:56 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 CRH 8.50

Inst # 1999-12645