

# ASSIGNMENT AND TRANSFER OF LIEN

88473

THE STATE OF AL  
COUNTY OF SHELBY

KNOWN BY ALL MEN BY THESE PRESENTS

That AmeriCapital Funding Corp

acting herein by and through its duly authorized officers, hereinafter called transferor, of the County/Parish of Jefferson, and State of Alabama, for and in consideration of TEN AND NO/100 DOLLARS CASH, AND OTHER GOOD AND VALUABLE CONSIDERATION, to it in hand paid by FIRST UNION HOME EQUITY BANK 1000 LOUIS ROSE PLACE, SUITE A, 2ND FLOOR CHARLOTTE, NC 28262

herein after called transferee, the receipt of which is hereby acknowledged, has this day Sold Conveyed, Transferred and Assigned and by these presents does Sell, Convey, Transfer and Assign unto the said transferee the hereinafter described indebtedness.

AND transferor further Grants, Sells and Conveys unto the transferee all the rights, title, interest and liens owned or held by transferor in the hereinafter described land by virtue of said indebtedness herein conveyed and assigned.

TO HAVE AND TO HOLD unto the said tranferee, transferee's heirs and assigns the following described indebtedness together with all and singular the following mentioned lien and any and all liens, rights equities, remedies, privileges, titles and interest in and to said land, which transferor has by virtue of being legal holder and owner of said indebtedness.

SAID INDEBTEDNESS, LIENS AND LAND BEING DESCRIBED AS FOLLOWS.

One certain promissory note executed by MARK MOORE, A Married Man and THEREAFTER

doc no 199900649

recorded 1-6-99

and payable to the order of AmeriCapital Funding Corp

in the sum of \$ 149,400.0

dated December 24, 1998

and bearing interest and

due and payable in monthly installments as therein provided.

Said note being secured by Security Instrument of even date therewith to

AmeriCapital Funding Corp

duly recorded in the Real Property Records of SHELBY

County AL

and secured by the liens therein expressed, on the following described lot, tract, or parcel of land, lying and being situated in SHELBY County, AL

Inst # 1999-16397

04/19/1999-16397  
10:02 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
DOE HHS 11.00

EXECUTED without recourse on the undersigned to be effective on the 8th day of January 1999

By: Edward A. Newton

THE STATE OF Alabama

COUNTY/PARISH OF Jefferson

This instrument was acknowledged before me this 8th day of January 1999, by Edward A. Newton Vice President of AmeriCapital Funding Corporation on behalf of said entity.

Please return to:

Laura J. McHardy  
Notary Public - State of Alabama

MY COMMISSION EXPIRES JUNE 19, 2000

AmeriCapital Funding Corp  
2200 Riverchase Cir Ste 550  
Birmingham, AL 35244

THIS IS A  
DIRECT COPY OF THE

*[Handwritten signature]*

Inst # 1999-16397

04/19/1999-16397

CERTIFIED

10:02 AM

SHELBY COUNTY JUDGE OF PROBATE

11.00

002 HNS

[Space Above This Line For Recording Data]

Loan ID: 05508883

# MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 24th, 1998 . The grantor is  
MARK R. MOORE AND THERESA L. RICCHIUTTI MOORE, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to  
AmeriCapital Funding Corp

which is organized and existing under the laws of the State of Alabama , and whose  
address is 2200 Riverchase Ctr Ste 550, Birmingham, AL 35244

("Lender"). Borrower owes Lender the principal sum of  
One Hundred Forty Nine Thousand Four Hundred-----  
Dollars (U.S. \$ 149,400.00 ).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for  
monthly payments, with the full debt, if not paid earlier, due and payable on January 1st, 2029  
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,  
extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to  
protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this  
Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's  
successors and assigns, with power of sale, the following described property located in

SHELBY County, Alabama:  
LOT 4, ACCORDING TO THE SURVEY OF STERLING GATE SECTOR 1, AS RECORDED IN MAP  
BOOK 19, PAGE 90, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

which has the address of 203 KENSINGTON LN., ALABASTER [Street, City],  
Alabama 35007 [Zip Code] ("Property Address");

ALABAMA-Single Family-FNMA/FHLMC UNIFORM  
INSTRUMENT Form 3001 9/90  
Amended 5/91

VMP -6R(AL) (9212).01

VMP MORTGAGE FORMS - (800)521-7291

Initials

*[Handwritten initials: ALR, TLR]*