I NFORMANTION

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RECORDI

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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 SIXTEEN THOUSAND AND 0/100 (16,000)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 SIXTEEN THOUSAND AND 0/100 (16,000) DATED DEC 9 1998 MADE BY JOHN PAUL BRITTON 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 PAUL BRITTON AND WIFE NANCY T. BRITTON TO FIRST CAPITAL MORTGAGE CORPORATION DATED THE 9 DAY OF DEC 19 98 __, RECORDED IN REAL PROPERTY BOOK _*, PAGE _**, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE COURT, XURPOPERTY COUNTY, ALABAMA WHICH SECURES THE PAYMENT OF THE AFORESAID NOTE. __ *SHELBY

* BOOK 1999*PAGE 01316 RECORDED ON 1-11-99

AND, THE TRANSFEROR DOES HEREBY REMISE, RELEASE AND QUITCLAIM UNTO THE TRANSFERE 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. (NONE OR (X) FROM JOHN PAUL BRITTON AND NANCY T. BRITTON... TO FIRST CAPITAL MORTGAGE. WHICH THE TRANSFEROR WARRANTS THE UNPAID BALANCE ON SUCH DEBT TO BE NO MORE THAN \$144,000. 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. (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 WARRANTY'S THE UNPAID BALANCE OF SAID NOTE TO BE NOT LESS THAN \$ 16,000

IN WITNESS WHEREOF, THE TRANSFEROR HAS EXECUTED THIS ASSIGNMENT, AND SET THE TRANSFEROR'S HAND AND SEAL ON THIS 30 DAY OF DECEMBER 19 98

BY: Edward A. Wetutton

STATE OF ALABAMA
COUNTY OF STATE AT LARGE

I. THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY

CERTIFY THAT

WHOSE NAME AS Vice President

OF FIRST CAPITAL MORTGAGE

WHOSE NAME AS VICE President

OF FIRST CAPITAL MORTGAGE

WHOSE NAME AS VICE President

OF 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

ACT OF SAID CORPORATION.

GIVEN-UNDER MY HAND AND SEAL THIS THE ______30 DAY OF DECEMBER ______ 19 98 _____

J30/1999-18043
58 AM CERTIFIED

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NOTARY PUBLIC

MY COMMISSION EXPIRES: 12/6/2001

Inst + 1999-12644

03/25/1999-12644
03:54 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 CRH 8.50

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** * 1999-18043