

## REAL ESTATE LIEN ASSIGNMENT

STATE OF ALABAMA  
COUNTY OF SHELBY

KNOWN ALL MEN BY THESE PRESENTS THAT UNION PLANTERS BANK, N.A. (THE "TRANSFEROR", WHETHER ONE OR MORE) FOR AND IN CONSIDERATION OF THE SUM OF TWENTY ONE THOUSAND SIX HUNDRED DOLLARS AND NO/100\*\*(\$21,600.00) PAID TO THE TRANSFEROR BY SOUTHERN ATLANTIC FINANCIAL SERVICES, INC. (THE "TRANSFEE") THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY TRANSFER, SET OVER AND ASSIGN UNTO THE TRANSFEE, THAT CERTAIN PROMISSORY NOTE FOR TWENTY ONE THOUSAND SIX HUNDRED DOLLARS AND NO/100\*\*(\$21,600.00) DATED MAY 6, 1999 MADE BY J. SCOTT LEEMON AND AMANDA LEEMON BEING PAYABLE TO OLD STONE MORTGAGE CO., L.L.C. OR ORDER.

AND, FOR THE SAME CONSIDERATION, THE TRANSFEROR DOES HEREBY TRANSFER, SET OVER AND ASSIGN UNTO THE TRANSFEE THAT CERTAIN MORTGAGE (THE LIEN) FROM J. SCOTT LEEMON AND AMANDA LEEMON TO OLD STONE MORTGAGE CO., L.L.C. DATED THE 6<sup>TH</sup> DAY OF MAY, 1999, RECORDED IN REAL PROPERTY BOOK 1999, AT PAGE 21144, AND ASSIGNED TO UNION PLANTERS BANK, N.A. IN REAL PROPERTY BOOK \_\_\_\_\_, PAGE \_\_\_\_\_ 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 TRANSFEE 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 TRANSFEE THE SAID DEBT AND THE NOTE WHICH EVIDENCES THE SAME AND SAID SECURITY THEREFORE.

AND, THE TRANSFEROR REPRESENTS AND WARRANTS TO THE TRANSFEE 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: ( ) FIRST MORTGAGE FROM J. SCOTT AND AMANDA LEEMON TO SOUTHTRUST MORTGAGE CORPORATION WHICH THE TRANSFEROR WARRANTS THE UNPAID BALANCE ON SUCH DEBT TO BE NO MORE THAN \$107,382.00 (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 TO THE LIEN HAVE BEEN FULLY AND FAITHFULLY COMPLIED WITH.

THE TRANSFEROR HEREBY WARRANTS THE UNPAID BALANCE OF SAID NOTE TO BE NOT LESS THAN \$21,600.00.

IN WITNESS WHEREOF, THE TRANSFEROR HAS EXECUTED THIS ASSIGNMENT, AND SET THE TRANSFEROR'S HAND AND SEAL ON THIS 13<sup>th</sup> DAY OF May, 1999

UNION PLANTERS BANK, N.A.

BY: Robert E. DeWitt

ITS: Sr. Vice President

STATE OF ALABAMA  
COUNTY OF Madison

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT Robert E. DeWitt, WHOSE NAME AS Sr. Vice President OF UNION PLANTERS BANK, N.A. IS SIGNED TO THE FOREGOING INSTRUMENT AND 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 13<sup>th</sup> DAY OF May, 1999

Deborah V. Appert  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 2-11-2002

Inst # 1999-28510  
07/07/1999-28510  
01:42 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
001 1999 8.50