

RE ESTATE LIEN ASSIGNME

STATE OF ALABAMA
COUNTY OF

KNOW ALL MEN BY THESE PRESENT THAT GREAT EASTERN FINANCIAL SERVICES, INC.,
(THE "TRANSFEROR", WHETHER ONE OR MORE) FOR AND IN CONSIDERATION OF THE SUM
OF Forty Five Thousand Dollars and Zero Cents

OF Forty Five Thousand Dollars and No Cents
(\$ 45,000.00) PAID TO THE TRANSFEROR BY NEW SOUTH FEDERAL
SAVINGS BANK, 215 NORTH 21ST STREET, BIRMINGHAM, ALABAMA, 35203 ("THE
TRANSFeree") THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY
TRANSFER, SET OVER AND ASSIGN UNTO THE TRANSFeree, THAT CERTAIN PROMISSORY
NOTE FOR \$ 45,000.00 DATED February 11, 1999 MADE BY

ODIS LEE CARDEN and APRIL D. CARDEN
BEING PAYABLE TO GREAT EASTERN FINANCIAL SERVICES, INC. OR ORDER WITHOUT
RECOURSE, BUT SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN LOAN
PURCHASE AGREEMENT, DATED MAY 13, 1996 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 ("THE LIEN") FROM ODIS LEE CARDEN and APRIL D. CARDEN, HUSBAND AND WIFE

TO GREAT EASTERN FINANCIAL SERVICES, INC. DATED February 11, 1999 RECORDED IN
DEED BOOK 1999-11623 PAGE _____, _____ SHELBY COUNTY,
ALABAMA RECORDS, WHICH SECURES THE PAYMENT OF THE AFORESAID NOTE.

AND, THE TRANSFEROR DOES HEREBY REMISE, RELEASE AND QUITCLAIM UNTO THE TRANSFEREE ALL OF THE RIGHTS, 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 THEREOF.

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 (☐)

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 \$ 45,000.00.

IN WITNESS WHEREOF, THE TRANSFEROR HAS EXECUTED THIS ASSIGNMENT, AND SET
THE TRANSFEROR'S HAND AND SEAL ON 02/18/99

Witness

Great Eastern Financial Services, Inc.
BY: Beth Jett
ITS: Sr. Vice President

Inst # 1999-30327

Notary Public

My Commission Expires:

07/20/1999-30327
11:23 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 MMS 8.50