

WHEN RECORDED MAIL TO:  
STEWART NATIONAL TITLE, INC.  
HERITAGE CENTER-STE 301  
4245 BALMORAL DRIVE  
MONTSVILLE, AL 35801

## REAL ESTATE LIEN ASSIGNMENT

### STATE OF ALABAMA COUNTY OF SHELBY

KNOWN ALL MEN BY THESE PRESENTS THAT OLD STONE MORTGAGE CO., L.L.C. (THE "TRANSFEROR", WHETHER ONE OR MORE) FOR AND IN CONSIDERATION OF THE SUM OF TWENTY THOUSAND DOLLARS AND NO/100\*\*(\$20,000.00) PAID TO THE TRANSFEROR BY UNION PLANTERS BANK, N.A. (THE "TRANSFEREE") THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY TRANSFER, SET OVER AND ASSIGN UNTO THE TRANSFEREE, THAT CERTAIN PROMISSORY NOTE FOR TWENTY THOUSAND DOLLARS AND NO/100\*\*(\$20,000.00) DATED JUNE 16, 1999 MADE BY MARGARET A. GRAY 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 TRANSFEREE THAT CERTAIN MORTGAGE (THE LIEN) FROM MARGARET A. GRAY TO OLD STONE MORTGAGE CO., L.L.C. DATED THE 16<sup>TH</sup> DAY OF JUNE, 1999, RECORDED IN REAL PROPERTY BOOK 1999, AT PAGE 26114, 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 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 SAID SECURITY THEREFORE.

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) FIRST MORTGAGE FROM MARGARET A. GRAY TO NORWEST MORTGAGE, INC. WHICH THE TRANSFEROR WARRANTS THE UNPAID BALANCE ON SUCH DEBT TO BE NO MORE THAN \$92,700.00 (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 \$20,000.00.

IN WITNESS WHEREOF, THE TRANSFEROR HAS EXECUTED THIS ASSIGNMENT, AND SET THE TRANSFEROR'S HAND AND SEAL ON THIS 16<sup>TH</sup> DAY OF JUNE 1999.

OLD STONE MORTGAGE CO., L.L.C.

BY: 

ITS: MEMBER-DIRECTOR

### STATE OF ALABAMA COUNTY OF MADISON

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT BRIAN BOURQUE, WHOSE NAME AS MEMBER-DIRECTOR OF OLD STONE MORTGAGE CO., L.L.C. 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 16TH DAY OF JUNE, 1999.

PREPARED BY: S. KENT STEWART

  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: 12-31-2001

Inst # 1999-30648

07/22/1999-30648  
09:40 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
001 CMH 8.50