REAL ESTATE LIEN ASSIGNMENT

STATE OF __ALABAMA

COUNTY OF SHELBY
KNOWN ALL MEN BY THESE PRESENTS THAT _IEFFERSON MORTGAGE & INVESTMENT. INC. (THE "TRANSPEROR", WHETHER ONE OR MORE) FOR AND IN CONSIDERATION OF THE SUM OF Thirty-Bight Thousand Two Hundred and 00/100 (\$ 38.200.00) PAID TO THE TRANSFEROR BY NEW SOUTH FOR ALL 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 FOR Thirty-Eight Thousand Two Hundred and 00/100 _ (\$ 38.200.00) DATED 08/03/99 _ MADE BY _HENLEY JONES and MARY H. JONES BEING PAYABLE TO _IEFFERSON MORTGAGE & INVESTMENT. INC OR ORDER WITHOUT RECOURSE, BUT SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN LOAN PURCHASE AGREEMENT, DATED JANUARY 19.1999 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 HENLEY LONES and MARY H. JONES TO JEFFERSON MORTGAGE & INVESTMENT, INC. DATED THE _3rd DAY OF _August _, 19.99, RECORDED IN REAL PROPERTY BOOK _999
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 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; () NONE
FROM
THE TRANSFEROR HEREBY WARRANTS THE UNPAID BALANCE OF SAID NOT TO BE NOT LESS THAN \$_38,200.00.
IN WITNESS WHEREOF, THE TRANSFEROR HAS EXECUTED THIS ASSIGNMENT, AND SET THE TRANSFEROR'S HAND AND SEAL ON THIS
!TS: PRESIDENT
STATE OFALABAMA COUNTY OFIEFFERSON
I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT ROBERT LEPLEY WHOSE NAME AS PRESIDENT OF JEFFERSON MORTGAGE & INVESTMENT, INC. 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 10TH DAY OF AUGUST 19 99
JERRY PARKER 3241 OAK HILL DRIVE HOOVER, AL 35216 MY COMMISSION EXPIRES:
08/09/1999-33215
O8/09/1999 O9:29 AM CERTIFIED SHELBY COUNTY JUDGE OF CROBATE
and COF 1