

## 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 THOUSAND DOLLARS AND NO/100\*\*(\$20,000.00) PAID TO THE TRANSFEROR BY TRAVELERS BANK, & TRUST, FSB (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 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 TRANSFEE 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, AND ASSIGNED TO UNION PLANTERS BANK, N.A. IN REAL PROPERTY BOOK 1999, PAGE 30648 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: ( 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 29<sup>th</sup> DAY OF June, 1999

UNION PLANTERS BANK, N.A.

BY: Robert E. DeKuyf

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. DeKuyf, 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 29<sup>th</sup> DAY OF June, 1999

Deborah Kay Appel  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 2-11-2002

Inst # 1999-33899

08/12/1999-33899  
09:55 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
001 CM 8.30

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