

REAL ESTATE LIEN ASSIGNMENT

STATE OF ALABAMA  
COUNTY OF Shelby

KNOW ALL MEN BY THESE PRESENTS THAT, MID-SOUTH MORTGAGE, INC. DBA THE MORTGAGE SOURCE (THE "TRANSFEROR", WHETHER ONE OR MORE) FOR AND IN CONSIDERATION OF THE SUM OF Twenty Five Thousand Dollars and Zero cents (\$ \$25,000.00)

PAID TO THE TRANSFEROR BY NEW SOUTH FEDERAL SAVINGS BANK (THE "TRANSFEREE") THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY TRANSFER, SET OVER AND ASSIGN UNTO THE TRANSFEREE, THAT CERTAIN PROMMISSORY NOTE FOR Twenty Five Thousand Dollars and Zero cents (\$ \$25,000.00)

DATED February 23, 1999 MADE BY: Cleve K. Crow and Diane R. Crow BEING PAYABLE TO: MID-SOUTH MORTGAGE, INC. DBA THE MORTGAGE SOURCE OR ORDER WITHOUT RECOURSE, BUT SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN LOAN PURCHASE AGREEMENT, DATED 3/5/98 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 Cleve K. Crow and Diane R. Crow TO: MID-SOUTH MORTGAGE, INC. DBA THE MORTGAGE SOURCE DATED THE 23rd day of February, 1999 RECORDED IN REAL PROPERTY BOOK 1999, PAGE 09158, 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 QUIT CLAIM 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 THEREFOR.

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) NONE OR ( )

FROM \_\_\_\_\_ 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, 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 \$ \$25,000.00.

IN WITNESS WHEREOF, THE TRANSFEROR HAS EXECUTED THIS ASSIGNMENT, AND SET THE TRANSFEROR'S HAND AND SEAL ON THIS 1st day of March, 1999.

MID-SOUTH MORTGAGE, INC. DBA  
THE MORTGAGE SOURCE  
BY: [Signature]  
ITS PRESIDENT

STATE OF ALABAMA  
COUNTY OF Shelby

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT TED S. KOSTOPULOS WHOSE NAME AS PRESIDENT OF MID-SOUTH MORTGAGE, INC. DBA THE MORTGAGE SOURCE IS SIGNED TO THE FOREGOING INSTRUMENT AND WHO IS KNOWN TO ME, ACKNOWLEDGE BEFORE ME ON THIS DAY, THAT BEING INFORMED OF THE CONTENTS OF THE CONVEYANCE, HE IN HIS CAPACITY AS SUCH OFFICER EXECUTED THE SAME VOLUNTARILY ON THE DAY THAT BEARS THE SAME DATE, WITH FULL AUTHORITY FOR AND AS THE ACT OF SAID CORPORATION.

GIVEN UNDER MY HAND AND SEAL THIS THE 1st day of March, 1999.

[Signature]  
NOTARY PUBLIC

MY COMMISSION EXPIRES: BY COMMISSION EXPIRES APRIL 17, 2001

09/21/1999-39478  
11:23 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE

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Inst # 1999-39478