

4412-3819

REAL ESTATE LIEN ASSIGNMENT

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS THAT THE BANK OF BIRMINGHAM

(THE "TRANSFEROR," WHETHER ONE OR MORE)
FOR AND IN CONSIDERATION OF THE SUM OF TWENTY EIGHT THOUSAND AND 00/100
(\$28,000.00) 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 PROMISSORY NOTE FOR TWENTY EIGHT THOUSAND AND 00/100
(\$28,000.00)
DATED DECEMBER 27, 1999 MADE BY JAMES H. GOODWIN AND LINDA D. GOODWIN
HUSBAND AND WIFE

BEING PAYABLE TO THE BANK OF BIRMINGHAM
OR ORDER WITHOUT RECOURSE, BUT SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN LOAN
PURCHASE AGREEMENT, DATED 8-28-98 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

TO THE BANK OF BIRMINGHAM
DATED THE 27th DAY OF DECEMBER 1999
REAL PROPERTY BOOK 2000 PAGE 00997
OFFICE OF THE JUDGE OF PROBATE COURT, SHELBY
COUNTY, ALABAMA, WHICH SECURES THE PAYMENT OF THE AFORESAID NOTE.

RECORDED IN
OF THE RECORDS IN THE

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 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 \$ 28,000.00
(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, 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
\$ 28,000.00

IN WITNESS WHEREOF, THE TRANSFEROR HAS EXECUTED THIS ASSIGNMENT, AND SET THE TRANSFEROR'S
HAND AND SEAL ON THIS 3rd DAY OF January, 2000
THE BANK OF BIRMINGHAM

BY: James F. Mass
ITS: S.V.P.

STATE OF ALABAMA
COUNTY OF SHELBY

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT
WHOSE NAME AS

OF THE BANK OF BIRMINGHAM
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 3rd DAY OF January, 2000

NOTARY PUBLIC James F. Mass
MY COMMISSION EXPIRES: October 15, 2002

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