

REAL ESTATE LIEN ASSIGNMENT

8873749

STATE OF ALABAMA
COUNTY OF ~~JEFFERSON~~ SHELBY

KNOW ALL MEN BY THESE PRESENTS THAT EQUISTAR MORTGAGE COMPANY, LLC (THE "TRANSFEROR", WHETHER ONE OR MORE) FOR AND IN CONSIDERATION OF THE SUM OF (\$ 19,500.00) PAID TO THE TRANSFEROR BY NEW SOUTH FEDERAL SAVINGS BANK (THE "TRANSFEEE") THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY TRANSFER, SET OVER AND ASSIGN UNTO THE TRANSFEEE, THAT CERTAIN PROMISSORY NOTE FOR Nineteen Thousand Five Hundred and No/100 (\$19,500.00) DATED 12/22/1999 MADE BY ROBERT E. PORTERA AND JEAN S. PORTERA BEING PAYABLE TO EQUISTAR MORTGAGE COMPANY, LLC OR ORDER WITHOUT RECOURSE, BUT SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN LOAN PURCHASE AGREEMENT DATED 04/01/99 BETWEEN TRANSFEROR AND TRANSFEEE (THE "AGREEMENT").

AND, FOR THE SAME CONSIDERATION, THE TRANSFEROR DOES HEREBY TRANSFER, SET OVER AND ASSIGN UNTO THE TRANSFEEE THAT CERTAIN MORTGAGE (THE "LIEN") FROM ROBERT E. PORTERA AND SPOUSE JEAN S. PORTERA TO EQUISTAR MORTGAGE COMPANY, LLC DATED 12/22/1999, RECORDED IN REAL PROPERTY BOOK 1999 AND PAGE 523109 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE COURT, SHELBY COUNTY, ALABAMA, WHICH SECURES THE PAYMENT OF THE AFORSAID NOTE.

AND, THE TRANSFEROR DOES HEREBY REMISE, RELEASE AND QUITCLAIM UNTO THE TRANSFEEE 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 JOF THE UNDERSIGNED TO TRANSFER TO THE TRANSFEEE THE SAID DEBT AND THE NOTE WHICH EVIDENCES THE SAME AND SAID SECURITY THEREOF.

AND, THE TRANSFEROR REPRESENTS AND WARRANTS TO THE TRANSFEEE 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 RITH TO ASSIGN THE SAME, (V) THAT THERE ARE NO LIENS SUPERIOR TO THE LIEN EXCEPT () NONE OR (X) First Mortgage FROM Robert E. Portera and Jean S. Portera TO Countrywide WHICH THE TRANSFEROR WARRANTS THE UNPAID BALANCE ON SUCH DEBT TO BE NO MORE THAN \$ 175,500.00 (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 OF THEIR 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 WARRANTYS THE UNPAID BALANCE OF SAID NOTE TO BE NOT LESS THAN \$19,500.00.

IN WITNESS WHEREOF, THE TRANSFEROR HAS EXECUTED THIS ASSIGNMENT, AND SET THE TRANSFEROR'S HAND AND SEAL ON 1/21/00

BY: Kurt McLaughlin
Kurt McLaughlin
ITS: President

Inst # 2000-15879
05/15/2000-15879
11:27 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 500

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT KURT McLAUGHLIN, WHOSE NAME AS PRESIDENT OF EQUISTAR MORTGAGE COMPANY, LLC IS SIGNED TO THE FOREGOING INSTRUMENT AND WHO IS KNOWN TO ME, ACKNOWLEDGED 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 THE SAME BEARS DATE, WITH FULL AUTHORITY FOR AND AS THE ACT OF SAID CORPORATION.

GIVEN UNDER MY HAND AND SEAL ON 1/21/00

NOTARY PUBLIC Candace N. Dandridge

This document was prepared by:
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Birmingham, AL 35242

MY COMMISSION EXPIRES Notary Public State Of Alabama
At Large
My Commission Expires: July 14, 2003
Bonded Thru Notary Public Underwriters