

**REAL ESTATE LIEN ASSIGNMENT**

**STATE OF ALABAMA  
COUNTY OF SHELBY**

KNOWN ALL MEN BY THESE PRESENTS THAT **OLD STONE MORTGAGE, L.L.C.** (THE "TRANSFEROR", WHETHER ONE OR MORE) FOR AND IN CONSIDERATION OF THE SUM OF **FORTY THREE THOUSAND AND 00/100 (\$43,000.00)** PAID TO THE TRANSFEROR BY **UNION PLANTERS BANK, N.A.** (THE "TRANSFeree") THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY TRANSFER, SET OVER AND ASSIGN UNTO THE TRANSFeree, THAT CERTAIN PROMISSORY NOTE FOR **FORTY THREE THOUSAND AND 00/100 (\$43,000.00)** DATED **SEPTEMBER 12<sup>TH</sup>, 2000** MADE BY **CHARLES G. SMITH, A MARRIED MAN** BEING PAYABLE TO **OLD STONE MORTGAGE, L.L.C. OR ORDER.**

AND, FOR THE SAME CONSIDERATION, THE TRANSFEROR DOES HEREBY TRANSFER, SET OVER AND ASSIGN UNTO THE TRANSFeree THAT CERTAIN MORTGAGE (THE LIEN) FROM **CHARLES G. SMITH AND SHERRY SMITH, HUSBAND AND WIFE** TO **OLD STONE MORTGAGE, L.L.C.** DATED THE **12<sup>TH</sup>**, DAY OF **SEPTEMBER, 2000**, RECORDED IN REAL PROPERTY BOOK 2000, AT PAGE 33470, AND ASSIGNED TO **OLD STONE MORTGAGE, L.L.C.** IN REAL PROPERTY BOOK \_\_\_\_\_, PAGE \_\_\_\_\_ 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 TRANSFeree 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; ( X ) **FIRST MORTGAGE** FROM **CHARLES G. SMITH AND SHERRY SMITH, A HUSBAND AND WIFE** TO **NEW SOUTH FEDERAL SAVINGS BANK** WHICH THE TRANSFEROR WARRANTS THE UNPAID BALANCE ON SUCH DEBT TO BE NO MORE THAN **\$291,555.00** (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 **\$43,000.00.**

IN WITNESS WHEREOF, THE TRANSFEROR, HAS EXECUTED THIS ASSIGNMENT, AND SET THE TRANSFEROR'S HAND AND SEAL ON THIS **12<sup>TH</sup>**, DAY OF **SEPTEMBER, 2000.**

**OLD STONE MORTGAGE, L.L.C.**

BY: \_\_\_\_\_

**BRIAN BOURQUE**

ITS: **MEMBER-DIRECTOR**

**STATE OF ALABAMA  
COUNTY OF MADISON**

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT **BRIAN BOURQUE** WHOSE NAME AS **MEMBER-DIRECTOR** OF **OLD STONE MORTGAGE, L.L.C.** 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 **12<sup>TH</sup>**, DAY OF **SEPTEMBER, 2000.**

PREPARED BY:  
**OLD STONE MORTGAGE, L.L.C.**  
6610 OLD MADISON PIKE, SUITE 107  
HUNTSVILLE, AL 35806  
BY: **DEBORAH K. APPEL**

NOTARY PUBLIC Deborah K. Appel  
MY COMMISSION EXPIRES: **02-11-2002**

**Inst # 2000-33471**

**09/22/2000-33471  
10:15 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
001 MMB 8.50**