

888 3425

REAL ESTATE LIEN ASSIGNMENT

STATE OF ALABAMA

COUNTY OF SHELBY

KNOWN ALL MEN BY THESE PRESENTS THAT **SOUTHPOINT FINANCIAL SERVICES, INC.** (THE "TRANSFEROR", WHETHER ONE OR MORE) FOR AND IN CONSIDERATION OF THE SUM **FORTY THOUAND SIX HUNDRED DOLLARS (\$40600.00)** PAID TO 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 THE SUM **FORTY THOUSAND SIX HUNDRED DOLLARS (\$40600.00)** DATED **2/11/2000** MADE BY **LINDA KIKER** BEING PAYABLE TO **CENTRAL STATE BANK**, ORDER WITHOUT RECOURSE, BUT SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN LOAN PURCHASE AGREEMENT, DATED **7/24/98** 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 **LINDA KIKER, AN UNMARRIED WOMAN**, TO **CENTRAL STATE BANK** DATED THE **11TH** DAY OF **FEBRUARY, 2000** RECORDED IN REAL PROPERTY BOOK **2000**, PAGE **04974** 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 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 () FIRST MORTGAGE 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 THERE TO 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 **\$40600.00**

IN WITNESS WHEREOF, THE TRANSFEROR HAS EXECUTED THIS ASSIGNMENT, AND SET THE TRANSFEROR'S HAND AND SEAL ON THIS 21st DAY OF **FEBRUARY, 2000**.

BY:

John Perry
JOHN PERRY

ITS: **PRESIDENT**

STATE OF **GEORGIA**

COUNTY OF **FORSYTH**

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT **JOHN PERRY** WHOSE NAME AS **PRESIDENT** OF **SOUTHPOINT FINANCIAL SERVICES, INC.** 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 THE SAME BEARS DATE, WITH FULL AUTHORITY FOR AND AS THE ACT OF SAID CORPORATION. GIVEN UNDER MY HAND AND SEAL THIS 21st DAY OF **FEBRUARY, 2000**.

Notary Public Sherry B Rambo

My Commission Expires: November 5, 2003

This Instrument Prepared By:

S. Rambo, Mortgage Lending

5910 Shiloh Road East, Ste 112

Alpharetta, GA 30005

Sherry B Rambo
Unofficial Witness

Inst # 2000-33671

RETURN TO:

NEW SOUTH FEDERAL SAVINGS BANK

210 AUTOMATION WAY

BIRMINGHAM, AL 35210

09/25/2000-33671
10:46 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 C31 6.50