

## **REAL ESTATE LIEN ASSIGNMENT**

## STATE OF ALABAMA COUNTY OF SHELBY

KNOWN ALL MEN BY THESE PRESENTS THAT **UNION PLANTERS BANK**, **N.A.** (THE "TRANSFEROR", WHETHER ONE OR MORE) FOR AND IN CONSIDERATION OF THE SUM OF **ONE HUNDRED FORTY-THREE THOUSAND THREE HUNDRED FIFTY AND 00/100 (\$143,350.00)** PAID TO THE TRANSFEROR BY **OLD STONE MORTGAGE**, **L.L.C.** (THE "TRANSFEREE") THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY TRANSFER, SET OVER AND ASSIGN UNTO THE TRANSFEREE, THAT CERTAIN PROMISSORY NOTE FOR **ONE HUNDRED FORTY-THREE THOUSAND THREE HUNDRED FIFTY AND 00/100 (\$143,350.00)** DATED **APRIL 16<sup>TH</sup>**, **2001** MADE BY **PATRICK MCCUTCHEON AND KARRIE MCCUTCHEON, HUSBAND AND WIFE** 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 PATRICK MCCUTCHEON AND KARRIE MCCUTCHEON, HUSBAND AND WIFE TO OLD STONE MORTGAGE, L.L.C. DATED THE 16<sup>TH</sup>, DAY OF APRIL, 2001, RECORDED IN REAL PROPERTY BOOK 2001, AT PAGE AND ASSIGNED TO UNION PLANTERS BANK, N.A. IN REAL PROPERTY BOOK 2001, PAGE 16272 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	S 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	F THE LIEN (IV) THAT THE TRANSFEROR HAS
<b>GOOD AND LAWFUL RIGH</b>	T TO ASSIGN THE SAME (V) TH	HAT THERE ARE NO LIENS SUPERIOR TO THE
LIEN EXCEPT; ( )	N/A	FROM
	TO	
WHICH THE TRANSFEROR	WARRANTS THE UNPAID BAL	LANCE ON SUCH DEBT TO BE NO MORE THAN
\$	(VI) THAT ALL DISCLOSURES	S AND NOTICES REQUIRED BY THE FEDERAL
CONSUMER CREDIT PRO	<b>FECTION ACT AND BY THE RE</b>	GULATIONS OF THE BOARD OF GOVERNORS
PROMULGATED PURSUAN	IT THERETO HAVE BEEN PROP	PERLY MADE AND GIVEN IN REGARD TO THE
LIEN AND (VII) THAT ALL	OTHER LAWS, RULES AND RE	EGULATIONS APPLICABLE TO THE LIEN HAVE
BEEN FULLY AND FAITHFU	JLLY COMPLIED WITH,	

THE TRANSFEROR HEREBY WARRANTS THE UNPAID BALANCE OF SAID NOTE TO BE NOT LESS THAN \$143,350.00.

IN WITNESS WHEREOF, THE TRANSFEROR HAS EXECUTED THIS ASSIGNMENT, AND SET THE TRANSFEROR'S HAND AND SEAL ON THIS **20**<sup>TH</sup>, DAY OF **APRIL**, 20**01** 

UNION PLANTERS BANKIN.A.

ROBERT E. DENEEFE

ITS: SR. VICE PRESIDENT

## STATE OF ALABAMA COUNTY OF MADISON

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT ROBERT E. DENEEFE WHOSE NAME AS SR. VICE PRESIDENT OF UNION PLANTERS BANK, N.A. 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 20TH, DAY OF APRIL, 2001

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

MY COMMISSION EXPIRES:3020日-2002

06/07/2001-23309
12:04 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROFATE

001 DLH 12.00