

8967608

KNOW ALL MEN BY THESE PRESENTS THAT THE MORTGAGE OUTLET, INC  
(THE "TRANSFEROR", WHETHER ONE OR MORE) FOR  
AND IN CONSIDERATION OF THE SUM OF Thirty four thousand dollars  
& 00/100 (\$ 34,000.00)  
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 Thirty  
four thousand dollars & 00/100 (\$ 34,000.00)  
DATED 1-8-01 MADE BY William L. Davis  
BEING PAYABLE TO THE MORTGAGE OUTLET INC  
OR ORDER WITHOUT RECOURSE, BUT SUBJECT TO THE TERMS AND CONDITIONS OF THAT  
CERTAIN LOAN PURCHASE AGREEMENT, DATED DECEMBER 12, 1999 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  
William L. Davis & Linda P. Davis  
TO THE MORTGAGE OUTLET, INC.  
DATED THE 8 DAY OF Jan, 2001, RECORDED IN REAL PROPERTY BOOK  
2000, PAGE 10965 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE  
COURT, Albany COUNTY, Al, WHICH SECURES  
THE PAYMENT OF THE AFORESAID NOTE.

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 \$ \_\_\_\_\_  
(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 \$ 34,000.00.

IN WITNESS WHEREOF, THE TRANSFEROR HAS EXECUTED THIS ASSIGNMENT, AND SET THE TRANSFEROR'S HAND AND SEAL ON THIS 30<sup>th</sup> DAY OF January, 2001.

BY: STEVEN T. MYERS  
ITS: VICE PRESIDENT

STATE OF GA  
COUNTY OF PAULDING

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT STEVEN T. MYERS

WHOSE NAME AS VICE PRESIDENT OF THE MORTGAGE OUTLET  
INC. IS SIGNED TO THE FOREGOING INSTRUMENT AND WHO

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 THAT BEARS THE SAME DATE, WITH FULL AUTHORITY FOR AND AS THE ACT OF SAID CORPORATION.

GIVEN UNDER MY HAND AND SEAL THIS THE 30<sup>th</sup> DAY OF January, 19 2001.  
THIS INSTRUMENT PREPARED BY:

Melinda J Byess  
THE MORTGAGE OUTLET, INC.

Melinda J. Beyess  
NOTARY PUBLIC  
MY COMMISSION EXPIRES:

**Boulding County, Georgia**  
**June 11, 2004**

09/14/2001-39851  
09:51 AM CERTIFIED  
SHELLEY COUNTY JUDGE OF PROBATE  
001 MSP 11.00

**RETURN TO:**  
**NEW SOUTH FEDERAL SAVINGS BANK**  
**210 AUTOMATION WAY**  
**BIRMINGHAM, AL 35210**