

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) AND IN CONSIDERATION OF THE SUM OF 173,350.00 PAID TO THE TRANSFEROR BY UNION PLANTERS BANK THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY TRANSFER, SET OVER AND ASSIGN UNTO THE TRANSFEREE, THAT CERTAIN PROMISSORY NOTE FOR 173,350.00 DATED 11/20/2001 MADE BY J. Keith Townley AND Becky Townley 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 J. Keith Townley AND Becky Townley TO OLD STONE MORTGAGE, L.L.C. DATED 11/20/2001 RECORDED IN REAL PROPERTY BOOK 2001, AT PAGE 57012, 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 QUICLAIM UNTO THE TRANSFEREE ALL OF THE RIGHT, TITLE AND INTEREST OF THE TRANSFEROR IN AND TO THE PREMISES AND PROEPRTY 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: () N/A 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 PROPERTY MADE AND GIVEN IN REGARD TO THE LIEN (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 173,350.00

IN WITNESS WHEREOF, THE TRANSFEROR HAS EXECUTED THIS ASSIGNMENT, AND SET THE TRANSFEROR'S HAND AND SEAL ON 11/20/2001

OLD STONE MORTGAGE, L.L.C.

BY:


BRIAN BOURQUE

ITS:

MEMBER

BY:

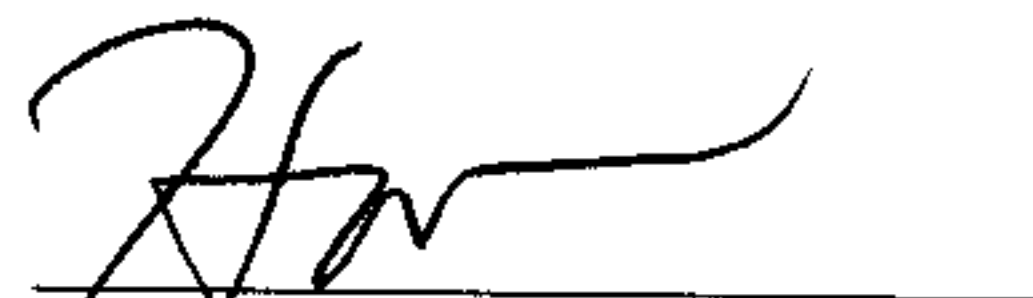

MICHAEL C. MOORE
ATTORNEY-IN-FACT

STATE OF ALABAMA

COUNTY OF SHELBY

I, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, HEREBY CERTIFY THAT MICHAEL C. MOORE, WHOSE NAME IS SIGNED TO THE FOREGOING ASSIGNMENT AS ATTORNEY-IN-FACT FOR BRIAN BOURQUE, MEMBER OF OLD STONE MORTGAGE, L.L.C. WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT BEING INFORMED OF THE CONTENTS OF SAID ASSIGNMENT, HE IN HIS CAPACITY AS SUCH ATTORNEY 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 11/20/2001


NOTARY PUBLIC
MY COMMISSION EXPIRES:

THIS INSTRUMENT PREPARED BY:

MICHAEL C. MOORE, ATTORNEY-AT-LAW
912 MERCHANTS WALK
HUNTSVILLE, AL 35801

Inst # 2001-51013

11/27/2001-51013
09:58 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 CH 11.00