## REAL ESTATE LIEN ASSIGNMENT

STATE OF ALABAMA COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS THAT FLEXIBLE MORTGAGE CORPORATION OF AMERICA, INC.

(THE "TRANSFEROR," WHETHER ONE OR MORE)

FOR AND IN CONSIDERATION OF THE SUM OF SIXTY NINE THOUSAND NINE HUNDRED AND 00/100 (\$69,900.00 ) 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 SIXTY NINE THOUSAND NINE HUNDRED AND 00/100 **(\$ 69,900.00** 

DATED FEBRUARY 28, 2000 MADE BY TONY G. JEFFREYS, A SINGLE MAN

BEING PAYABLE TO FLEXIBLE MORTGAGE CORPORATION OF AMERICA, INC. OR ORDER WITHOUT RECOURSE, BUT SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN LOAN PURCHASE AGREEMENT, DATED 2-24-00 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 TONY G. JEFFREYS

TO FLEXIBLE MORTGAGE CORPORATION OF AMERICA, INC. DAY OF FEBRUARY 2000 28th DATED THE REAL PROPERTY BOOK 2000 - 12712 PAGE

, RECORDED IN . 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 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

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 \$ 69,900.00

IN WITNESS WHEREOF, THE TRANSFEROR HAS EXECUTED THIS ASSIGNMENT, AND SET THE TRANSFEROR'S HAND AND SEAL ON THIS 6th DAY OF MARCH 6, 2000

FLEXIBLE MORTGAGE CORPORATION OF AMERICA, //INC.

MS: Eresi Devil

STATE OF ALABAMA COUNTY OF SHELBY

TO

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT WHOSE NAME AS President

Greg Maske

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this

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OF FLEXIBLE MORTGAGE CORPORATION OF AMERICA, 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 THAT BEARS THE SAME DATE, WITH FULL AUTHORITY

FOR AND AS THE ACT OF SAID CORPORATION. GIVEN UNDER MY HAND AND SEAL THIS THE

6th DAY OF MARCH 6,

Prepared by:

NOTARY PUBLIC 6/15/2002 MY COMMISSION EXPIRES:

New South Federal Savings Bank 1900 Crestwood Blvd STe 104 Birmingham, AL 35210

09/22/2000-33558

REAL ESTATE LIEN ASSIGNMENT - ALABAMA Decument Systems, Inc. (800) 649-1362

01:01 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE

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