

REAL ESTATE LIEN ASSIGNMENT

STATE OF ALABAMA
COUNTY OF JEFFERSON

401074
20020508000215400 Pg 1/1 11.00
Shelby Cnty Judge of Probate, AL
05/08/2002 10:43:00 FILED/CERTIFIED

KNOW ALL MEN BY THESE PRESENTS THAT **EQUISTAR MORTGAGE COMPANY, LLC** (THE "TRANSFEROR", WHETHER ONE OR MORE) FOR AND IN CONSIDERATION OF THE SUM OF (\$ 76,000.00) PAID TO THE TRANSFEROR BY **NEW SOUTH FEDERAL SAVINGS BANK** (THE "TRANSFeree") THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY TRANSFER, SET OVER ANS ASSIGN UNTO THE TRANSFeree, THAT CERTAIN PROMISSORY NOTE FOR Seventy Six Thousand and No/100 (\$76,000.00) DATED 09/12/2001 MADE BY HOLLEY C. MCKENZIE AND RONALD A. MCKENZIE BEING PAYABLE TO **EQUISTAR MORTGAGE COMPANY, LLC** OR ORDER WITHOUT RECOURSE, BUT SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN LOAN PURCHASE AGREEMENT DATED 04/01/99 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 HOLLEY C. MCKENZIE AND SPOUSE RONALD A. MCKENZIE TO EQUISTAR MORTGAGE COMPANY, LLC DATED 09/12/2001 , RECORDED IN REAL PROPERTY BOOK 12 AND PAGE 2 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE COURT, SHELBY COUNTY, ALABAMA, WHICH SECURES THE PAYMENT OF THE AFORSAID NOTE. *Inst. # 2001-40579*

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 JOF THE UNDERSIGNED TO TRANSFER TO THE TRANSFeree THE SAID DEBT AND THE NOTE WHICH EVIDENCES THE SAME AND SAID SECURITY THEREOF.

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 RITH 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 \$ 0.00 (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 OF THEIR 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 WARRANTYS THE UNPAID BALANCE OF SAID NOTE TO BE NOT LESS THAN \$76,000.00 .

IN WITNESS WHEREOF, THE TRANSFEROR HAS EXECUTED THIS ASSIGNMENT, AND SET THE TRANSFEROR'S HAND AND SEAL ON 09/21/2001 .

BY: Kurt McLaughlin
Kurt McLaughlin
ITS: President

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT **KURT McLAUGHLIN**, WHOSE NAME AS PRESIDENT OF **EQUISTAR MORTGAGE COMPANY, LLC** IS SIGNED TO THE FOREGOING INSTRUMENT AND WHO IS KNOWN TO ME, ACKNOWLEDGED 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 ON 09/21/2001 .

NOTARY PUBLIC

MY COMMISION EXPIRES

Notary Public State Of Alabama
At Large

My Commission Expires: July 14, 2003
Notary Public Underwriters

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