

Gene Gray Jr.



20020517000233290 Pg 1/1 11.00  
Shelby Cnty Judge of Probate, AL  
05/17/2002 07:24:00 FILED/CERTIFIED

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 SEVENTY THREE THOUSAND THREE HUNDRED FIFTY DOLLARS AND 00/100 (\$173,350.00). PAID TO THE TRANSFEROR BY ABN AMRO MORTGAGE GROUP, N INC. (THE "TRANSFEE") THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY TRANSFER, SET OVER AND ASSIGN UNTO THE TRANSFEE, THAT CERTAIN PROMISSORY NOTE FOR ONE HUNDRED SEVENTY THREE THOUSAND THREE HUNDRED FIFTY DOLLARS AND 00/100 (\$173,350.00) DATED NOVEMBER 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 TRANSFEE THAT CERTAIN MORTGAGE (THE LIEN) FROM J. KEITH TOWNLEY AND BECKY TOWNLEY TO OLD STONE MORTGAGE, L.L.C. DATED THE 20 DAY OF NOVEMBER, 2001 RECORDED IN REAL PROPERTY BOOK 2001, AT PAGE 51012, AND ASSIGNED TO UNION PLANTERS BANK, N.A. IN REAL PROPERTY BOOK 2001, PAGE 51013 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 TRANSFEE 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 TRANSFEE THE SAID DEBT AND THE NOTE WHICH EVIDENCES THE SAME AND SAID SECURITY THEREFORE.

AND, THE TRANSFEROR REPRESENTS AND WARRANTS TO THE TRANSFEE 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; ( ) \_\_\_\_\_ 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 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 THIS 20, DAY OF NOVEMBER 2001.

UNION PLANTERS BANK, N.A.

BY: Robert E. Deneefe  
ROBERT E. DENEFE

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. DENEFE 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 20, DAY OF NOVEMBER 2001.

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

NOTARY PUBLIC Mary B. Dugas  
MY COMMISSION EXPIRES: 7-10-04