

First Union National Bank of Delaware
P.O. Box 13160
Sacramento, CA 95813-3160

20020611000274820 Pg 1/2 14.00
Shelby Cnty Judge of Probate, AL
06/11/2002 12:23:00 FILED/CERTIFIED

prepared by
RETURN TO: Carol Latham, 181 W. Valley Ave., #107, Birmingham, AL 35209

REAL ESTATE LIEN ASSIGNMENT

State of Louisiana

Parish of Rapides

KNOW ALL MEN BY THESE PRESENT THAT **First Heritage Mortgage Company, Inc.**, (the "Transferor", whether one or more), for and in consideration of the sum of **Forty-Eight Thousand and 00/100 Dollars (\$48,000.00)**, paid to the Transferor by **First Union National Bank of Delaware**, (the "Transferee"), the receipt of which is hereby acknowledged, does hereby TRANSFER, SET OVER AND ASSIGN unto the Transferee that certain FIRST Mortgage (the "Lien") from William C. Douglas and Connie S. Douglas husband and wife to **First Heritage Mortgage Company, Inc.**, dated October 8, 2001 recorded in Mortgage Book _____, at Page _____, of the records in the office of the Judge of Probate of Shelby County, Alabama. *Instrument # 2001-45288*
Recorded October 19, 2001

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 of the undersigned to transfer to the Transferee the said debt.

AND, the Transferor represents and warrants to the Transferee that (1) the Lien has not been amended, (2) that there have been no defaults under the Lien, (3) that the transferor has made no prior assignments of the Lien, (4) that the Transferor has good and lawful right to assign the same, (5) that there are no liens superior to the Lien except (X)None, (6) 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 (7) that all other laws, rules and regulations applicable to the lien have been fully and faithfully complied with.

The transferor hereby warranty the unpaid balance of said note to be not less than **\$48,000.00**.

IN WITNESS HEREOF, the Transferor has executed this Assignment and set the Transferor's hand and seal on this the 15th day of October, 2001.

* 1525 W. WT Harris Blvd.
Charlotte, NC 28288

First Heritage Mortgage Company, Inc.

BY:

[Signature]
Royce C. McNeal, Jr., President

State of Louisiana

Parish of Rapides

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Royce C. McNeal, Jr., President of **First Heritage Mortgage Company, Inc.**, 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 for such officer executed and delivered the foregoing Assignment of Deed of Trust on the day the same bears date, with full authority for and as the act of said corporation after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND SEAL, this 15th day of October, 2001.

[Signature]
NOTARY PUBLIC Julie M. McNeal

My commission expires: *at death*

Douglas, William C.

0307674447

Exhibit "A"

A TRACT OF LAND SITUATED IN THE TOWN OF WILSONVILLE, SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NE CORNER OF THE SE 1/4 OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 1 EAST, AND GO THENCE IN A SOUTHERLY DIRECTION ALONG THE EAST LINE OF SAID SECTION, 660 FEET; THENCE SOUTH 86 DEGREES 30 MINUTES WEST A DISTANCE OF 30 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREBY CONVEYED, WHICH POINT IS ON THE WEST MARGIN OF AN UNPAVED ROAD; GO THENCE SOUTH 86 DEGREES 30 MINUTES WEST 427.9 FEET TO A POINT ON THE EAST MARGIN OF THE MONTGOMERY WAGON ROAD; GO THENCE NORTH 27 DEGREES 32 MINUTES EAST ALONG THE EAST MARGIN OF SAID ROAD 281 FEET; GO THENCE SOUTH 80 DEGREES 22 MINUTES EAST 288 FEET TO A POINT ON THE WEST MARGIN OF AN UNIMPROVED ROAD; GO THENCE SOUTH 4 DEGREES 13 MINUTES EAST ALONG THE WEST MARGIN OF SAID ROAD 175 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT A PARCEL OF LAND CONVEYED TO CLARA HEBB BARGE, AS RECORDED IN DEED BOOK 189, PAGE 428; LESS AND EXCEPT A PARCEL OF LAND CONVEYED TO SEALE-MEMORIAL POST NO. 168, AMERICAN LEGION, INC., A CORPORATION, AS RECORDED IN DEED BOOK 236, PAGE 836; LESS AND EXCEPT A PARCEL OF LAND CONVEYED TO KENNETH DAVIS AND EVELYN DAVIS AS RECORDED IN DEED BOOK 284, PAGE 591; LESS AND EXCEPT A PARCEL OF LAND CONVEYED TO SIDNEY R. BLACKERBY AND TOMMIE BLACKERBY AS RECORDED IN DEED BOOK 286, PAGE 313; LESS AND EXCEPT A PARCEL OF LAND CONVEYED TO PATE LOVETT AND ELMA LOVETT AS RECORDED IN DEED BOOK 190, PAGE 181; LESS AND EXCEPT A PARCEL OF LAND CONVEYED TO GEORGE VICK AS RECORDED IN DEED BOOK 240, PAGE 727, ALL AS RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. LESS AND EXCEPT HIGHWAY AND ROAD RIGHT OF WAY.