

0366552007

REAL ESTATE LIEN ASSIGNMENT

STATE OF ALABAMA
COUNTY OF SHELBY

5465030/50195

KNOWN ALL MEN BY THESE PRESENTS THAT **OLD STONE MORTGAGE, L.L.C.** (THE "TRANSFEROR", WHETHER ONE OR MORE) FOR AND IN CONSIDERATION OF THE SUM **SEVENTY-FIVE THOUSAND AND 00/100 (\$75,000.00)** PAID TO THE TRANSFEROR BY (THE "TRANSFEE") THE

RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY TRANSFER, SET OVER AND ASSIGN UNTO THE TRANSFEE, THAT CERTAIN PROMISSORY NOTE FOR **SEVENTY-FIVE THOUSAND AND 00/100 (\$75,000.00)** DATED **AUGUST 24, 2001** MADE BY **IRA M. BETTS, III** BEING PAYABLE TO **OLD STONE MORTGAGE, L.L.C.** OR ORDER. **JPMorgan Chase Bank as Indenture Trustee, c/o Residential Funding Corporation, 2255 North Ontario, Suite 400, Burbank, CA 91504-8190**

AND, FOR THE SAME CONSIDERATION, THE TRANSFEROR DOES HEREBY TRANSFER, SET OVER AND ASSIGN UNTO THE TRANSFEE THAT CERTAIN MORTGAGE (THE LIEN) FROM **IRA M. BETTS, III AND JULIE G. BETTS, HUSBAND AND WIFE** TO **OLD STONE MORTGAGE, L.L.C.** DATED THE **24TH**, DAY OF **AUGUST, 2001**, RECORDED IN REAL PROPERTY BOOK _____, AT PAGE _____, AND ASSIGNED TO **UNION PLANTERS BANK, N.A.** IN REAL PROPERTY BOOK _____, PAGE _____ OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE COURT, **SHELBY COUNTY, ALABAMA** WHICH SECURES THE PAYMENT OF THE AFORESAID NOTE. **Inst. 2001-38188**

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; (X) **FIRST MORTGAGE** FROM **IRA M. BETTS, III AND JULIE G. BETTS, HUSBAND AND WIFE** TO **NORWEST MORTGAGE, INC.** WHICH THE TRANSFEROR WARRANTS THE UNPAID BALANCE ON SUCH DEBT TO BE NO MORE THAN **\$193,108.00** (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 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 **\$75,000.00**.

IN WITNESS WHEREOF, THE TRANSFEROR HAS EXECUTED THIS ASSIGNMENT, AND SET THE TRANSFEROR'S HAND AND SEAL ON THIS **29TH**, DAY OF **AUGUST, 2001**

OLD STONE MORTGAGE, L.L.C.

BY: 

BRIAN BOURQUE

ITS: **MEMBER-DIRECTOR**

STATE OF ALABAMA
COUNTY OF MADISON

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT **BRIAN BOURQUE** WHOSE NAME AS **MEMBER-DIRECTOR** OF **OLD STONE MORTGAGE, L.L.C.** 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 **29TH**, DAY OF **AUGUST, 2001**

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

NOTARY PUBLIC 

MY COMMISSION EXPIRES: **02-11-2002**