

REAL ESTATE LIEN ASSIGNMENT

STATE OF ALABAMA
COUNTY OF SHELBY

402325

KNOW ALL MEN BY THESE PRESENTS THAT STRAIGHT LINE MORTGAGE, INC.
(THE "TRANSFEROR", WHETHER ONE OR MORE) FOR
AND IN CONSIDERATION OF THE SUM OF ONE HUNDRED THIRTY-SIX THOUSAND SEVEN
HUNDRED FIFTY AND 00/100 (\$ 136,750.00)
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
ONE HUNDRED THIRTY-SIX THOUSAND SEVEN HUNDRED FIFTY AND 00 (\$ 136,750.00)
DATED 02/22/2002 MADE BY TIMOTHY HILL & SONDR HILL
BEING PAYABLE TO STRAIGHT LINE MORTGAGE, INC.
OR ORDER WITHOUT RECOURSE, BUT SUBJECT TO THE TERMS AND CONDITIONS OF THAT
CERTAIN LOAN PURCHASE AGREEMENT, DATED 04/10/2001 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
TIMOTHY HILL, SONDR HILL, HUSBAND AND WIFE
TO STRAIGHT LINE MORTGAGE, INC.
DATED THE 22nd DAY OF FEBRUARY, 2002, ~~12X~~, RECORDED IN REAL PROPERTY
BOOK 2002, PAGE 10812, 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: ~~ANY~~ NONE OR ()
FROM

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, 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 \$ 136,750.00.

IN WITNESS WHEREOF, THE TRANSFEROR HAS EXECUTED THIS ASSIGNMENT, AND SET THE
TRANSFEROR'S HAND AND SEAL ON THIS 14th DAY OF July, ~~12~~ 2003.

BY: TOM SPARKS
ITS: PRESIDENT

STATE OF ALABAMA
COUNTY OF SHELBY

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY
CERTIFY THAT TOM SPARKS
WHOSE NAME AS PRESIDENT OF STRAIGHT LINE
MORTGAGE, 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
GIVEN UNDER MY HAND SEAL THIS 14 DAY July, ~~12~~ 2003.

PREPARED BY:
NEW SOUTH FEDERAL SAVINGS BANK
210 AUTOMATION WAY
BIRMINGHAM, AL 35210

NOTARY PUBLIC
MY COMMISSION EXPIRES:
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 29, 2007
BONDED THRU NOTARY PUBLIC UNDERWRITERS