

STATE OF GA  
COUNTY OF Shelby

KNOW ALL MEN BY THESE PRESENTS THAT THE MORTGAGE OUTLET, INC  
(THE "TRANSFEROR", WHETHER ONE OR MORE) FOR  
AND IN CONSIDERATION OF THE SUM OF Fifty three thousand six hundred  
twenty five dollars & 00/100 (\$ 53,625.00)  
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 Fifty  
three thousand six hundred twenty five dollars & 00/100 (\$ 53,625.00)  
DATED 1-24-03 MADE BY Charmie Lee Davis  
BEING PAYABLE TO THE MORTGAGE OUTLET INC,  
OR ORDER WITHOUT RECOURSE, BUT SUBJECT TO THE TERMS AND CONDITIONS OF THAT  
CERTAIN LOAN PURCHASE AGREEMENT, DATED DECEMBER 12, 1999 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  
Charmie Lee Davis  
TO THE MORTGAGE OUTLET, INC.  
DATED THE 24 DAY OF January 03, RECORDED IN REAL PROPERTY BOOK  
315, PAGE 350, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE  
COURT, Shelby COUNTY, Alabama, WHICH SECURES  
THE PAYMENT OF THE AFORESAID NOTE. Instrument # 20030204000067120

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: (X) 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 \$ 53,625.00 -

IN WITNESS WHEREOF, THE TRANSFEROR HAS EXECUTED THIS ASSIGNMENT, AND SET THE  
TRANSFEROR'S HAND AND SEAL ON THIS 18<sup>th</sup> DAY OF FEBRUARY 2003

My Solorzano  
WITNESS

STEVEN T. MYERS  
ITS: VICE PRESIDENT

STATE OF GA  
COUNTY OF PAULDING

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY  
CERTIFY THAT STEVEN T. MYERS

WHOSE NAME AS VICE PRESIDENT OF THE MORTGAGE OUTLET  
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  
AND AS THE ACT OF SAID CORPORATION.

GIVEN UNDER MY HAND AND SEAL THIS THE 18<sup>th</sup> DAY OF FEBRUARY 2003

Prepared By: STEVEN T. MYERS

The Mortgage Outlet Inc  
1800 Sandy Plains Pkway

Ste 304 Marietta, Ga 30066

John L. Myers  
NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_