

REAL ESTATE LIEN ASSIGNMENT

20040604000299230 Pg 1/1 11.00
 Shelby Cnty Judge of Probate, AL
 06/04/2004 11:38:00 FILED/CERTIFIED

State of Alabama
 County of SHELBY

Know all men by these presents that MUTUAL SAVINGS CREDIT UNION (The "Transferor," Whether one or More) for and in consideration of the sum of three hundred thirty-three thousand seven hundred and 00/100 (\$333,700.00) 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 three hundred thirty-three thousand seven hundred and 00/100 (\$333,700.00) dated 05/11/2004 made by ROGER D MASSEY & MARGARET R MASSEY being payable to MUTUAL SAVINGS CREDIT UNION or order without recourse, but subject to the terms and conditions of that certain Loan Purchase Agreement, dated 04/27/2004 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 ROGER D MASSEY, MARGARET R MASSEY Husband and Wife to MUTUAL SAVINGS CREDIT UNION dated 05/11/2004, recorded in Office of Judge of Probate Court, SHELBY, 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:

☒ none or ☐

From ROGER D MASSEY, MARGARET R MASSEY Husband and Wife to which the Transferor warrants the unpaid balance on such debt to be no more than 0.00. (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, 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 \$333,700.00. In Witness Whereof, the Transferor has executed this Assignment, and set the Transferor's hand and seal on May 18, 2004.

MUTUAL SAVINGS CREDIT UNION

By: *Samuel P Clements*

Type / Print Name: Samuel P Clements

Its: Director of Real Estate

State of Alabama
 County of SHELBY

Signed, Sealed, and Delivered in the Presence of:

Jennifer Schuman
 Witness

Shirley Dennis
 Witness

I, The undersigned, a Notary Public in and for said County in said State, hereby certify that Samuel P Clements whose name as Dir. of Real Estate of Mutual Savings Credit Union 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/she in his/her 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 May 18, 2004

Prepared by:
 New South Federal Savings Bank
 210 Automation Way
 Birmingham, AL 35210

Candace Smith
 Notary Public
 My Commission Expires: 3-18-2007