

RETURN TO: PRIMERA FINANCIAL SERVICES, INC 512 AUTUMN SPRINGS COURT, SUITE B FRANKLIN, TN 37067

ASSIGNMENT OF MORTGAGE

For value received, the undersigned hereby grants, bargains, sells, and conveys to Primera Financial Services, Inc., 512 Autumn Springs Court, Suite B, Franklin, TN 37067, all its right, title and interest under the Mortgage described below:

Mortgage dated 03/20/03

Grantor: Dallas Mallett

Beneficiary: WELLS FARGO FINANCIAL BANK

Recorded in Instrument No. 20030328000186820 in Shelby County real estate records on 03/28/03.

Legal Description: A part of the NE 1/4 of the NW 1/4, Section 15, Township 20, Range 3 West, more particularly described as follows: Begin at an iron pin at the NW corner of the property herein conveyed which is the NW corner of the property conveyed to Joe Reese on October 11, 1924, said deed recorded in Shelby County Vol. 73, Page 418; thence from said NW corner run S 6 deg. W 100 feet, more or less; thence run in a SE direction to the Westerly margin of Shelby County Highway 17; thence run in a Northerly direction along the W margin of said Highway 82 feet more or less; thence run in a northerly direction to a point directly on the Westerly margin of the Alabama Power Company transmission line a distance of 152 feet more or less; thence in a Westerly direction 56 feet more or less, to the said iron pin; the point of beginning.

Commonly known as: 4623 Highway 261, Helena, AL 35007.

This assignment is to the Mortgage and all rights and beneficial interests thereunder and to the underlying indebtedness thereon. Primera Financial Services, Inc. shall be entitled to receive all payments due under the indebtedness secured by the above referenced Mortgage.

Together with the Retail Installment Contract and indebtedness therein mentioned.

Dated: 04/29/04

By Wells Fargo Financial Bank
Troy Holt, Collection Supervisor 2

State of (SOUTH DAKOTA)

) ss:

Corporate Acknowledgment

County of (MINNEHAHA)

On this the 29th day of April 2004, before me, Troy Holt, the undersigned officer, who acknowledged themselves to be the Collection Supervisor 2, respectively, of Wells Fargo Financial Bank, a corporation, and that they, as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as officers.

In witness whereof, I hereunto set my hand and official seal.

LAURIE TRYCSTAD

SOUTH DAKOTA

COMMON ACTIONS

AGREEMENT FOR SALE OF RECEIVABLE

THIS AGREEMENT, made this 29th day of April 2004, and between Wells Fargo Financial Bank (hereinafter called the Seller), and Primera Financial Services, Inc. (hereinafter called Buyer).

- 1. For the sum of \$7758.00, the Seller hereby grants, bargains, sells, assigns, transfers and conveys to the Buyer, the promissory note dated 03/20/03 executed by Dallas Mallett in favor of Wells Fargo Financial Bank in the principal amount of \$12242.43 with interest thereon, and the mortgage/deed of trust securing said note, which is recorded at Register of Deeds for the County of Shelby, State of Alabama in Instrument No. 20030328000186820, recorded on 03/28/03 (this note and mortgage/deed of trust are called the Receivable). The above purchase price shall be payment for all records and files relating to said Receivable
- 2. With respect to the above Receivable, the Seller represents and warrants that:
 - a. It owns outright and has title to the Receivable.
 - b. It has full power and authority to sell, assign, transfer and convey its interest in the Receivable to the Buyer and all other necessary proceedings on the part of the Seller have been duly taken to authorize the sale.
- 3. Seller further consents (insofar as it may lawfully do so) to permit Buyer to advise customers and debtors generally that it has purchased the Receivable and that all payments thereon shall be made to the Buyer.
- 4. Seller agrees that any payments received by the Seller on said Receivable from and after the close of business on <u>04/29/04</u>, shall be turned over and delivered to the Buyer at the consummation of this Agreement or the Buyer may deduct from the aggregate purchase price the amount of any such payments as may have been made by any of the said borrowers to the Seller. Seller further agrees to immediately forward to Buyer any payments received by Seller on the Receivable after the consummation of this Agreement.
- 5. Buyer shall hold Seller harmless from any claim, demand, loss, liability, cost or expense incurred by Seller as a result of any act or omission of buyer including, without limitation, any effort to collect on the Receivable.
- 6. This is the complete agreement between Buyer and Seller regarding the Receivable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed all on the day and year first above written.

Wells Fargo Financial Bank	Primera Financial Services, Inc.
(Seller)	(Buyer)
By	By