

REAL ESTATE LIEN ASSIGNMENT

STATE OF ALABAMA
COUNTY OF SHEBLY

20041130000652010 Pg 1/1 11.00
Shelby Cnty Judge of Probate, AL
11/30/2004 08:06:00 FILED/CERTIFIED

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 OF **TWO HUNDRED SEVENTY THOUSAND AND 00/100 (\$270,000.00)** PAID TO THE TRANSFEROR BY **COUNTRYWIDE DOCUMENT CUSTODY SERVICES, A DIVISION OF TREASURY BANK, N.A.** THE "TRANSFeree") THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY TRANSFER, SET OVER AND ASSIGN UNTO THE TRANSFeree, THAT CERTAIN PROMISSORY NOTE FOR OF **TWO HUNDRED SEVENTY THOUSAND AND 00/100 (\$270,000.00)** DATED **OCTOBER 30, 2003** MADE BY **ROBERT WAYNE HEARD** BEING PAYABLE TO **OLD STONE MORTGAGE, L.L.C.** OR ORDER.

AND, FOR THE SAME CONSIDERATION, THE TRANSFEROR DOES HEREBY TRANSFER, SET OVER AND ASSIGN UNTO THE TRANSFeree THAT CERTAIN MORTGAGE (THE LIEN) FROM **ROBERT WAYNE HEARD AND CHERYL ROBIN HEARD, HUSBAND AND WIFE TO OLD STONE MORTGAGE, L.L.C.** DATED THE **30**, DAY OF **OCTOBER, 2003**, RECORDED IN *Fast # 20031119000762560* 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 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 TRANSFeree THE SAID DEBT AND THE NOTE WHICH EVIDENCES THE SAME AND SAID SECURITY THEREFORE.

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; ()
N/A FROM

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 HAVE BEEN FULLY AND FAITHFULLY COMPLIED WITH.

THE TRANSFEROR HEREBY WARRANTS THE UNPAID BALANCE OF SAID NOTE TO BE NOT LESS THAN **\$270,000.00**

IN WITNESS WHEREOF, THE TRANSFEROR HAS EXECUTED THIS ASSIGNMENT, AND SET THE TRANSFEROR'S HAND AND SEAL ON THIS **30** DAY OF **OCTOBER, 2003**

OLD STONE MORTGAGE, L.L.C.

BY:

BRIAN BOURQUE

ITS: **MEMBER-DIRECTOR**

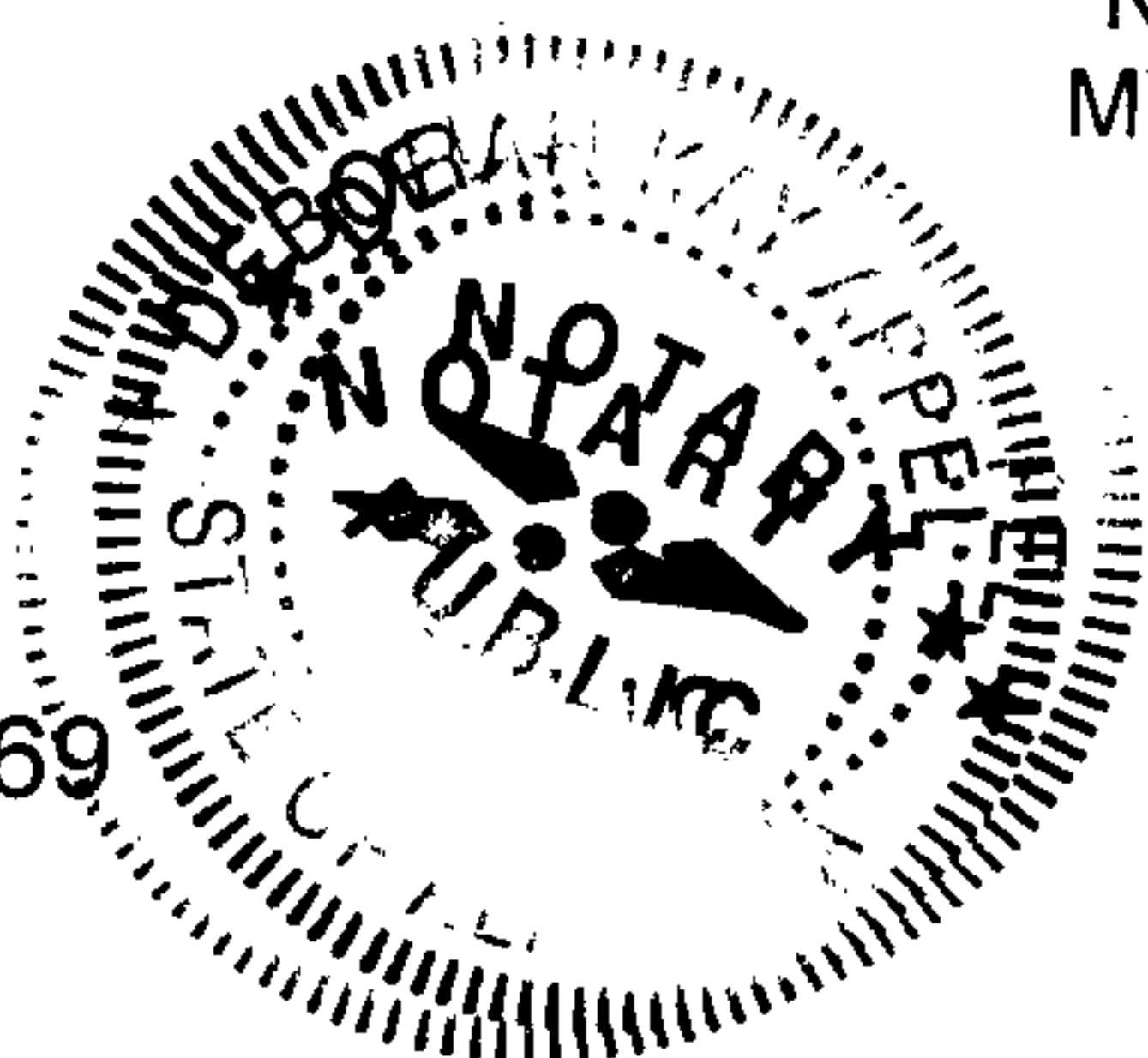
STATE OF ALABAMA
COUNTY OF MADISON

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 **30**, DAY OF **OCTOBER 2003**

PREPARED BY:
OLD STONE MORTGAGE, L.L.C.
3601 MEMORIAL PARKWAY SW
SUITE C
HUNTSVILLE, AL 35801
BY: **DEBORAH K. APPEL**

NOTARY PUBLIC
MY COMMISSION EXPIRES: **02-19-2006**



CENTRAL ALABAMA TITLE #64469
COUNTRYWIDE LN #36624806