

REAL ESTATE LIEN ASSIGNMENT

20050125000036960 Pg 1/1 12.00  
Shelby Cnty Judge of Probate, AL  
01/25/2005 09:15:00 FILED/CERTIFIED

STATE OF ALABAMA  
COUNTY OF JEFFERSON

KNOWN ALL MEN BY THESE PRESENTS THAT JEFFERSON MORTGAGE & INVESTMENT, INC. (THE "TRANSFEROR", WHETHER ONE OR MORE) FOR AND IN CONSIDERATION OF THE SUM OF One Hundred Six Thousand Two Hundred Fifty and 00/100 (\$ 106,250.00 ) 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 Six Thousand Two Hundred Fifty and 00/100 (\$ 106,250.00) DATED 01/04/05 MADE BY DIANN B. WHITE and CLARK D. WHITE BEING PAYABLE TO JEFFERSON MORTGAGE & INVESTMENT, INC. OR ORDER WITHOUT RECOURSE, BUT SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN LOAN PURCHASE AGREEMENT, DATED JANUARY 19, 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 DIANN B. WHITE and CLARK D. WHITE TO JEFFERSON MORTGAGE & INVESTMENT, INC. DATED THE 4th DAY OF January, 2005, RECORDED IN REAL PROPERTY BOOK \*, PAGE       , OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE COURT, SHELBY COUNTY, WHICH SECURES THE PAYMENT OF THE AFORESAID NOTE.

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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; ( ) NONE 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 NOT TO BE NOT LESS THAN \$ 106250.

IN WITNESS WHEREOF, THE TRANSFEROR HAS EXECUTED THIS ASSIGNMENT, AND SET THE TRANSFEROR'S HAND AND SEAL ON THIS 11TH DAY OF JANUARY, 2005.

Robert Lepley

BY: ROBERT LEPLEY

ITS: PRESIDENT

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT ROBERT LEPLEY, WHOSE NAME AS PRESIDENT OF JEFFERSON MORTGAGE & INVESTMENT, INC. 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 11TH DAY OF JANUARY, 2005

PREPARED BY:  
ALAN KEITH  
2100 LYNNGATE DR  
HOOVER ALABAMA 35216  
68972

Denee B. Small  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 8-11-08

