RE-RECORD TO ADD RE-RECORDING INFORMATION OF MORTGAGE

20040831000485590 Pg 1/1 11.00
Shelby Cnty Judge of Probate,AL
08/31/2004 09:39:00 FILED/CERTIFIED

REAL ESTATE LIEN ASSIGNMENT

445470

STATE OF ALABAMA
COUNTY OF SHELBY

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 Thirty-Three Thousand and 00/100 ($ 33000) 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 Thirty-Three Thousand and 00/100 ($ 33000) DATED 08/09/04 MADE BY CLARA MAE PITTS 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 CLARA MAE PITTS TO **JEFFERSON MORTGAGE & INVESTMENT, INC.** DATED THE 9th DAY OF August, 20 04, 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. # 20040831000485580

Re-Recorded # 20050428000202560

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 $ 33000 .

IN WITNESS WHEREOF, THE TRANSFEROR HAS EXECUTED THIS ASSIGNMENT, AND SET THE TRANSFEROR'S HAND AND SEAL ON THIS 16TH DAY OF AUGUST, 20 04.

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 16TH DAY OF AUGUST, 20 04

PREPARED BY:
ALAN KEITH
2150 LYNNGATE DR
HOOVER ALABAMA 35216
67048

NOTARY PUBLIC

MY COMMISSION EXPIRES: 2-19-07

20050601000263910 1/1 $12.00
Shelby Cnty Judge of Probate,AL
06/01/2005 12:41:03PM FILED/CERT