



REAL ESTATE LIEN ASSIGNMENT

STATE OF ALABAMA COUNTY OF SHELBY

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 ONE HUNDRED FORTY-SIX THOUSAND AND 00/100 (\$146,000.00) PAID TO THE TRANSFEROR BY CHASE MANHATTAN MORTGAGE CORPORATION, INC. 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 ONE HUNDRED FORTY-SIX THOUSAND AND 00/100 (\$146,000.00) DATED DECEMBER 17TH, 2902 MADE BY DALE WESLEY BRAKHAGE AND CORA LYNN BRASHER BRAKHAGE 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 DALE WESLEY BRAKHAGE AND CORA LYNN BRASHER BRAKHAGE, A MARRIED COUPLETO OLD STONE MORTGAGE, L.L.C. DATED THE 17TH, DAY OF DECEMBER, 2002, RECORDED IN REAL PROPERTY BOOK _____, AT PAGE ______, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE COURT, SHELBY COUNTY, ALABAMA WHICH SECURES THE PAYMENT OF THE AFORESAID NOTE.

Rec: 01/02/03 UNST #: 2003 _____ 001800

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 REPRESE NOT BEEN AMENDED, (II) THAT T	HERE HAVE BEEN NO	DEFAULTS UNDER	THE LIEN, (III) THAT T	HE
TRANSFEROR HAS MADE NO PRICES GOOD AND LAWFUL RIGHT TO AS	SIGN THE SAME (V) TH	AT THERE ARE NO		
LIEN EXCEPT; ()	WHICH THE	TRANSFEROR W	ARRANTS THE UNPA	ΊC
BALANCE ON SUCH DEBT TO BE NOTICES REQUIRED BY THE F	EDERAL CONSUMER	CREDIT PROTECT		HE
REGULATIONS OF THE BOARD OF PROPERLY MADE AND GIVEN IN R				
REGULATIONS APPLICABLE TO TH		IV AND ENTHERN	V COMBUIED MAITH	

THE TRANSFEROR HEREBY WARRANTS THE UNPAID BALANCE OF SAID NOTE TO BE NOT LESS THAN \$146,000.00.

IN WITNESS WHEREOF, THE TRANSFEROR HAS EXECUTED THIS ASSIGNMENT, AND SET THE TRANSFEROR'S HAND AND SEAL ON THIS 23RD, DAY OF **DECEMBER**, 2002

OLD STONE MORJEAGE, L.L.C.

BRIANBOURQUE

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 23RD, DAY OF DECEMBER, 2002

PREPARED BY:
OLD STONE MORTGAGE, L.L.C.
6610 OLD MADISON PIKE, SUITE 107
HUNTSVILLE, AL 35806
BY: DEBORAH K. APPEL

NOTARY PUBLIC NOTARY PUBLIC NY COMMISSION EXPIRES: 02-19-200