20070313000112490 1/1 $11.00
Shelby Cnty Judge of Probate,AL
03/13/2007 10:39:53AM FILED/CERT

REAL ESTATE LIEN ASSIGNMENT

State of Alabama
County of SHELBY

Know all men by these presents that JEFFERSON MORTGAGE & INVESTMENT, INC

(The "Transferor," Whether one or More) for and in consideration of the sum of two hundred fifty-five thousand and 00/100 ($255,000.00) 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 two hundred fifty-five thousand and 00/100 ($255,000.00) dated 03/01/2007 made by

MEREDITH COBB SMITH & EDWARD EARL SMITH

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 01/19/1999 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 MEREDITH COBB SMITH , EDWARD EARL SMITH Wife and Husband

to JEFFERSON MORTGAGE & INVESTMENT, INC dated 03/01/2007 , recorded in instrument Number ____, concurrently herewith on _____, in Real Property Book _____, Page _____, recorded in Office of Judge of Probate Court, SHELBY , Alabama 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 rights, 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 therefor.

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 arrangements 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:

[X] none or [ ]

From MEREDITH COBB SMITH , EDWARD EARL SMITH Wife and Husband To which the Transferor warrants the unpaid balance on such debt to be no more than 0.00. (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 note to be not less than $ 255,000.00 . In Witness Whereof, the Transferor has executed this Assignment, and set the Transferor's hand and seal on March 7, 2007

JEFFERSON MORTGAGE & INVESTMENT,
By: Robert Lepley
Type / Print Name: ROBERT LEPLEY
Its: PRESIDENT

State of Alabama
County of SHELBY

Signed, Sealed, and Delivered in the Presence of:

Witness _____ Witness _____

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 is signed to the foregoing instrument and who is known to me, acknowledge before me on this day, that being informed of the contents of the Conveyance, he/she in his/her capacity as such officer executed the same voluntarily on the day that bears the same date, with full authority for and as the Act of said Corporation.

Given under my hand and seal this March 7, 2007 .

Phyllis L Parker
Notary Public
My Commission Expires: 2-19-11

Prepared By: CYNTHIA MARSHALL
New South Federal Savings Bank
210 Automation Way
Birmingham, AL. 35210

PHYLLIS L. PARKER
NOTARY PUBLIC
STATE OF ALABAMA
EXPIRES 2-19-11

nsf347 11/05 Alabama