

REAL ESTATE LIEN ASSIGNMENT

441821

State of Alabama  
County of Shelby

Know all men by these presents that Mutual Savings Credit Union (The "Transferor," Whether one or More) for and in consideration of the sum of three hundred twenty-four thousand and 00/100 (\$324,000.00) 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 three hundred twenty-four thousand and 00/100 (\$423,000.00) dated 05/24/2004 made by SARAH M. RIHA & MICHAEL PATRICK LYNCH being payable to Mutual Savings Credit Union or order without recourse, but subject to the terms and conditions of that certain Loan Purchase Agreement, dated 04/24/2004 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 SARAH MICHAEL RIHA, A Single woman, and MICHAEL PATRICK LYNCH, A Single man to Mutual Savings Credit Union dated 05/24/2004, recorded in the Office of Judge of Probate Court, SHELBY, Alabama which secures the payment of the aforesaid note.

Recorded on 07-16-04 elnstr # 20040716000395520

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 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 assignment 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 SARAH MICHAEL RIHA, A single woman, MICHAEL PATRICK LYNCH, A single man to which the Transferor warrants the unpaid balance on such debt to be no more than \$40,500.00. (VI) that all disclosures and notices required by the Federal Consumer Credit Protection Act and made 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 \$324,000.00. In Witness Whereof, The Transferor has executed this Assignment and set the Transferor's hand and seal on May 25, 2004.

MUTUAL SAVINGS CREDIT UNION


By:   
Sammy Clements  
Director of Real Estate Lending

State of Alabama  
County of Shelby

Signed, Sealed and Delivered in the Presence of:

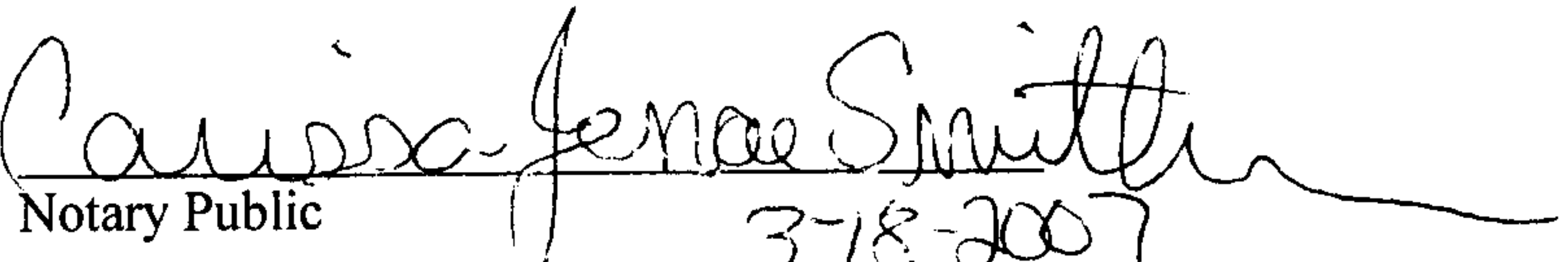
  
Witness

  
Witness

  
20090420000142930 1/1 \$11.00  
Shelby Cnty Judge of Probate, AL  
04/20/2009 10:42:53AM FILED/CERT

I, The undersigned, a Notary Public in and for said County in said State, hereby certify that Sammy Clements whose name as Director of Real Estate Lending of Mutual Savings Credit Union 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 is 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 May 25, 2004.  
Prepared by:  
Mutual Savings Credit Union  
P.O. Box 247  
Birmingham, AL 35244

  
Notary Public 3-18-2007