

PREPARED BY AND RETURN TO:
FIRST TITLE CORPORATION
5384 POPLAR AVE., STE. 440
MEMPHIS, TN 38119

BOOK 839 PAGE 614

NO. 118 P. 007/213

STATE MS.-DESOTO CO.
FILED

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES 10:46 AM '96

REAL ESTATE LIEN ASSIGNMENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

BK 839 PG 614
W.E. DAVIS CH. CLK.

KNOW ALL MEN BY THESE PRESENTS THAT COMMUNITY MORTGAGE CORPORATION (THE "TRANSFEROR", WHETHER ONE OR MORE) FOR AND IN CONSIDERATION OF THE SUM OF EIGHTY EIGHT THOUSAND FOUR HUNDRED THIRTY SIX DOLLARS AND NO/100 (\$88,436.00) 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 EIGHTY EIGHT THOUSAND FOUR HUNDRED THIRTY SIX DOLLARS AND NO/100 (\$88,436.00) DATED JUNE 20, 1996 MADE BY DONALD C. ATKINS AND MARY H. ATKINS BEING PAYABLE TO COMMUNITY MORTGAGE CORPORATION 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 DONALD C. ATKINS AND MARY H. ATKINS TO COMMUNITY MORTGAGE CORPORATION DATED THE 20TH DAY OF JUNE, 1996, RECORDED IN REAL PROPERTY BOOK 839, PAGE 608, OF THE RECORDS IN THE CHANCERY CLEER OFFICE OF THE MISSISSIPPI COUNTY, MISSISSIPPI, WHICH SECURES THE PAYMENT OF THE AFORESAID NOTE.

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 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 MAKE 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: (X) NONE OR ()

TO COMMUNITY MORTGAGE CORPORATION WHICH THE TRANSFEROR WARRANTS THE UNPAID BALANCE ON SUCH DEBT TO BE NO MORE THAN \$ 88,436.00 (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 HAVE BEEN FULLY AND FAITHFULLY COMPLIED WITH.

THE TRANSFEROR HEREBY WARRANTS THE UNPAID BALANCE OF SAID NOTE TO BE NOT LESS THAN \$ 88,436.00.

IN WITNESS WHEREOF, THE TRANSFEROR HAS EXECUTED THIS ASSIGNMENT, AND SET THE TRANSFEROR'S HAND AND SEAL ON THIS 21ST DAY OF JUNE, 1996.

COMMUNITY MORTGAGE CORPORATION
BY: [Signature]
ITS: President & CEO

STATE OF TENNESSEE
COUNTY OF SHELBY

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT L. Patrick Sandlin WHOSE NAME AS President OF COMMUNITY MORTGAGE CORPORATION 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 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 21ST DAY OF JUNE, 1996.



Angela Mack
NOTARY PUBLIC
MY COMMISSION EXPIRES: 1/14/98