162 ASSIGNMENT

Agreement made on December 1, 1984, between Eddie Lovelady and wife, Tisia Lovelady of Route 5 Box 349, Montevallo, Alabama 35115, County of Shelby, State of Alabama, and Scottie Lovelady of 1203 Monarch Avenue, Birmingham, Alabama 35213, County of Jefferson, State of Alabama, herein referred to as Assignors, and First National Bank of Columbiana, of Columbiana, County of Shelby, State of Alabama, herein referred to as assignee.

order to secure this payment of the principal and interest of two notes executed by Eddie Lovelady and wife, Tisia Lovelady, dated December 9, 1981, and all renewals and extensions of the notes or any part thereof and any and all other sums, indebtedness, and liabilities now owing or to become due and owing from assignors to the payee, (assignors herein) whether direct or contingent, the parties agree as follows:

Assignors sell, assign, transfer, set over, and deliver to assignee, its successors and assign all of assignor's rights, title and interest in and to any and all sum or sums of money now due or to become due and payable to assignors from that certain rental agreement between assignors and Clyde Sails covering rent on real property situated on Highway #25 in the City of Montevallo, Alabama.

It is hereby understood and agreed between assignors and assignee that the total indebtedness due and payable by assignor to assignee as of this date is \$6,050.00 said sum being the amount outstanding on that certain judgment entered against assignors by assignee on the 30th day of December, 1982. Assignors hereby covenants and agrees to pay said indebtedness in forty-one (41) payments of \$150.00 a month commencing on December 15, 1984 and on the 15th day of each and every month thereafter until said indebtedness is paid in full.

Assignors give to assignee, his executors, administrators, and assigns, the full power and authority, for assignee's own use and benefit, but assignee's own cost, to ask, demand, collect, receive, compound, and

give acquitance for the same, or any part thereof, and in assignors' names or otherwise to prosecute and withdraw any suits or proceedings at law or in equity therefore.

Dated this 29 day of ___

STATE OF ALABAMA

COUNTY OF SHELBY

Before me, the undersigned authority, in and for said County and State, personally appeared Eddie Lovelady and wife, Tisia Lovelady, whose Bnames are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this the 29 day of Movember, 1984.

STATE OF ALABAMA

COUNTY OF SHELBY

Before me, the undersigned authority, in and for said County and State, personally appeared Scottie Lovelady, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this the 29 day of Movemble of

Notary Public

1984.