

PARTIAL ASSIGNMENT OF NOTE AND MORTGAGE

STATE OF ALABAMA
SHELBY COUNTY

FOR VALUE RECEIVED, the undersigned hereby transfers, sets over, and assigns unto the SMALL BUSINESS ADMINISTRATION ("SBA"), without recourse, all of its right, title, and interest in and to the following:

\$700,043.00 of the obligation due under that certain Promissory Note, dated December 10, 1999, executed by WILSON OIL COMPANY, INC. in favor of THE BANK, and the first mortgage interest held by THE BANK in the following described property, to wit:

A parcel of land situated in the NW 1/4 of the SW 1/4 of Section 29, Township 21 South, Range 2 West, being more particularly described as follows:

Commence at the SE corner of the NW 1/4 of the SW 1/4 of Section 29, Township 21 South, Range 2 West; thence North 0 degrees 33 minutes 00 seconds West for a distance of 399.41 feet to the point of beginning; thence continue along the last described course for a distance of 198.67 feet; thence South 87 degrees 40 minutes 52 seconds West for a distance of 236.99 feet to a point on the Easterly right of way line of Interstate Highway Number 65, also a part on a curve to the right having a central angle of 30 degrees 36 minutes 07 seconds and a radius of 379.18 feet, said curve having a chord bearing South 16 degrees 28 minutes 36 seconds West and a chord distance of 200.12 feet; thence along the arc of said curve and along said right of way line for a distance of 202.52 feet; thence North 89 degrees 27 minutes 00 seconds East and leaving said right of way for a distance of 295.47 feet to the point of beginning; being situated in Shelby County, Alabama.

This mortgage interest was given to The Bank by a Mortgage, Assignment of Rents and Leases and Security Agreement executed on July 27, 1998 by Wilson Oil Company, Inc. to THE BANK which is recorded on July 31, 1998 as Instrument 1998-29317 in the Office of the Judge of Probate of Shelby County, Alabama and amended by an Amendment to Mortgage, Assignment of Rents and Leases and Security Agreement dated October 2, 1998 and recorded on October 5, 1998 as Instrument 1998-38693 in the Office of the Judge of Probate of Shelby County, Alabama, and further amended by a Second Amendment to Mortgage, Assignment of Rents and Leases and Security Agreement dated June 15, 1999 and recorded on June 24, 1999 as Instrument 1999-26302 in the Office of the Judge of Probate of Shelby County, Alabama (the "Mortgage").

Nothing contained herein should be construed as assigning to SBA any interest other than that interest specifically referred to above, and The Bank continues to hold and claim a mortgage interest in the property described in the Mortgage and not specifically described hereon, and The Bank continues to hold and claim a mortgage interest in the property described herein, subject to and subordinate to the interest claimed by SBA in such property.

Nothing contained herein shall grant to SBA or vest in SBA any rights as to marshalling, nor reserve any such rights for The Bank. The Bank is under no duty to attempt to collect for the benefit of SBA any sums hereby assigned, and The Bank, upon full collection of the obligations owed to it under the Promissory Note referred to above, will if requested by SBA deliver to SBA the original of such promissory note.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed and its seal affixed by its duly authorized officer this 23 day of August, 2000.

THE BANK

BY: 

John S. Meriwether, Jr. (Its Executive Vice President)

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John S. Meriwether, Jr., whose name as Executive Vice President of THE BANK, a corporation, 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 said instrument, he, as such officer, and with full authority, executed the same voluntarily, as an act of said corporation, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 23 day of August, 2000.


NOTARY PUBLIC

My Commission Expires: 6/7/03

THIS INSTRUMENT PREPARED BY:
William B. Hairston III
ENGEL, HAIRSTON & JOHANSON, P.C.
P.O. Box 370027
Birmingham, Alabama 35237
(205)328-4600

Inst # 2000-30175

09/01/2000-30175
11:01 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 HHS 11.00