

STATE OF ALABAMA)

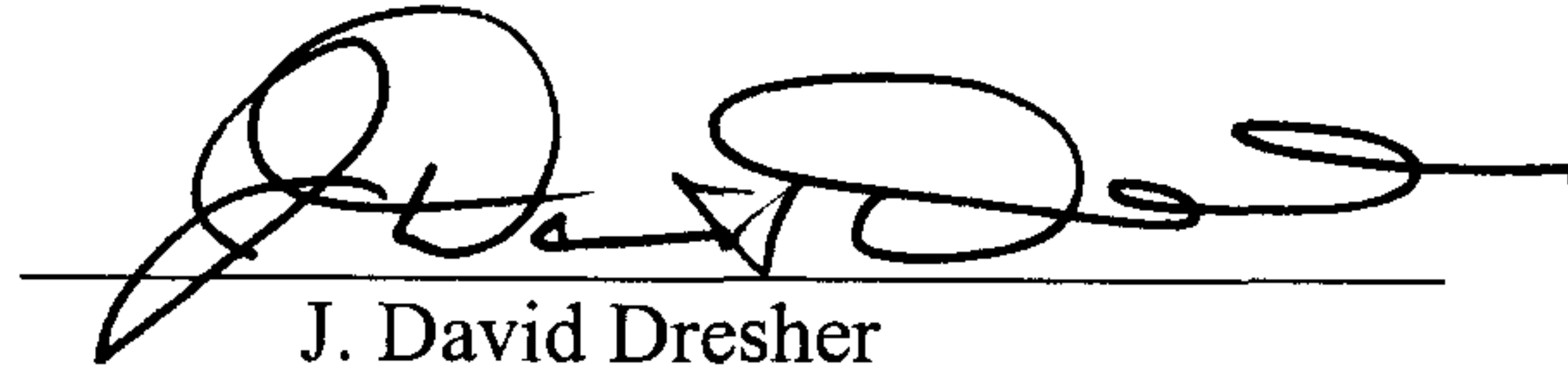
COUNTY OF JEFFERSON)

SCRIVENER'S AFFIDAVIT

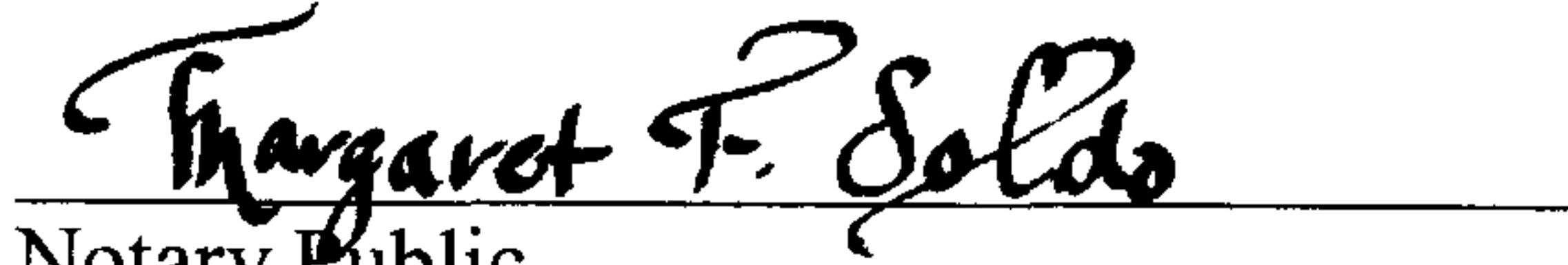
Personally appeared before the undersigned, a Notary Public in and for Jefferson County, State of Alabama, authorized and empowered to take and administer oaths, J. David Dresher ("Affiant"), personally known to me, who, after being duly sworn, deposes and says that:

1. Affiant is *sui juris*, acting under no compunction or disability, and is an attorney with the law firm of Bradley, Arant, Rose & White LLP.
2. Affiant was the scrivener of two documents titled "Assignment of Mortgage" and "Limited Power of Attorney", copies of which are attached hereto.
3. This Affidavit is given to attest that the attached documents are true and correct copies of the original documents prepared by me.

Further Affiant saith not.


J. David Dresher

Sworn to and subscribed before me this 3rd day of October, 2003


Notary Public

[AFFIX SEAL]

My Commission Expires: 9-10-2006

This instrument was prepared by:
Robert R. Sexton, Esq.
Maynard, Cooper & Gale, P.C.
2400 AmSouth/Harbert Plaza
1901 Sixth Avenue North
Birmingham, Alabama 35203-2602
(205) 254-1000

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

ASSIGNMENT OF MORTGAGE

This Assignment of Mortgage, dated as of the 1st day of July, 2002 (the "Assignment of Mortgage") is made and entered into by and among Dave Wood, James Flanagan, Robert Eichelberger and William Long, as Assignors, and Thomas Curtin, as Assignee.

RECITALS:

The Assignors and the Assignee collectively are the Mortgagee under that certain Second Mortgage on Real Estate (the "Mortgage"), recorded in the Office of the Judge of Probate of Shelby County, Alabama, at Instrument Number 1999-10135. Pursuant to this Assignment of Mortgage, the Assignors hereby assign and transfer and convey to the Assignee all of their rights in and to and under the Mortgage, including all of the obligations secured by the Mortgage. From and after the date hereof, the Mortgagee under the Mortgage for all purposes shall be Thomas Curtin, individually.

IN WITNESS WHEREOF, the undersigned Assignors have executed this Assignment of Mortgage as of the date and year set out above:

Dave Wood

James Flanagan

Robert Eichelberger

William Long

This instrument prepared by:
J. David Drescher
Bradley Arant Rose & White LLP
2001 Park Place, Suite 1400
Birmingham, AL 35203

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

ASSIGNMENT OF MORTGAGE

This Assignment of Mortgage, dated as of the 1st day of July, 2002 (the "Assignment of Mortgage") is made and entered into by and among Dave Wood, James Flanagan, Robert Eichelberger and William Long, as Assignors, and Thomas Curtin, as Assignee.

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IN WITNESS WHEREOF, the undersigned Assignors have executed this Assignment of Mortgage as of the date and year set out above.



Dave Wood

James Flanagan

Robert Eichelberger

William Long

This instrument prepared by:
J. David Dresher
Bradley Arant Rose & White LLP
2001 Park Place, Suite 1400
Birmingham, AL 35203

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

ASSIGNMENT OF MORTGAGE

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IN WITNESS WHEREOF, the undersigned Assignors have executed this Assignment of Mortgage as of the date and year set out above.

Dave Wood



James Flanagan

Robert Eichelberger

William Long

This instrument prepared by:
J. David Drescher
Bradley Arant Rose & White LLP
2001 Park Place, Suite 1400
Birmingham, AL 35203

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Robert Eichelberger, 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 2 day of July, 2002.

Susan Shaffer

Notary Public

[NOTARIAL SEAL]

My commission expires: 10/10/02

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that William Long, 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 8th day of July, 2002.

Lane Cannon

Notary Public

[NOTARIAL SEAL]

My commission expires: 5/16/2006

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Dave Wood, 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 2ND day of July, 2002.



Notary Public

[NOTARIAL SEAL]

My commission expires: 9/1/03

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that James Flanagan, 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 2002.

Notary Public

[NOTARIAL SEAL]

My commission expires: _____

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

William Long

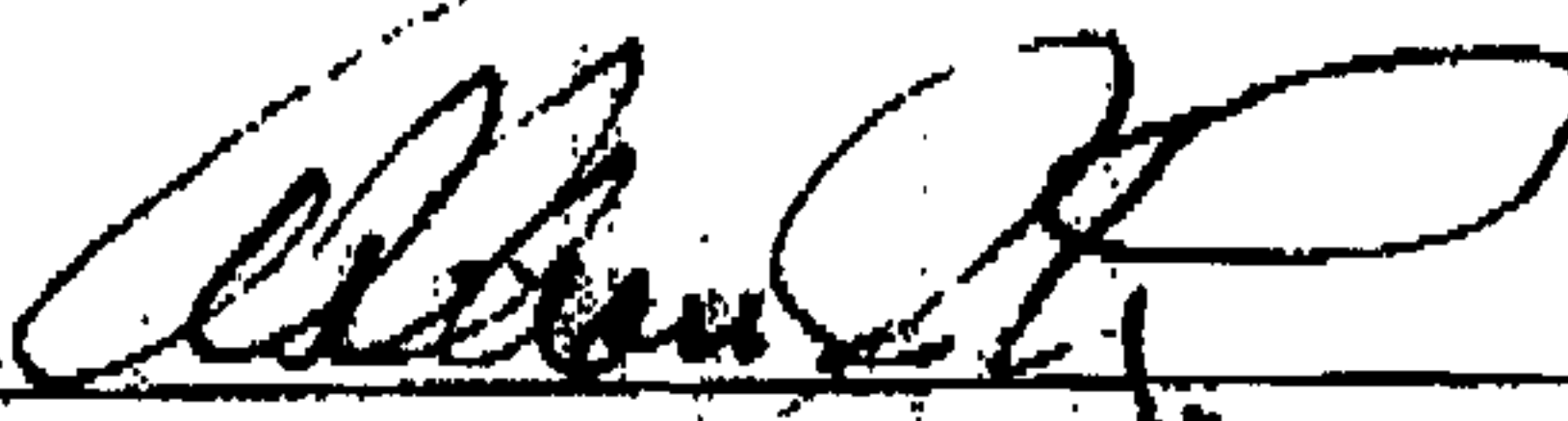
LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned William Long, whose address is 4144 Sharpsburg Drive, City of Birmingham, County of Jefferson, State of Alabama 35223 (herein referred to as the "Assignor"), does hereby make, constitute, and appoint Tom Curtin ("Assignee"), his true and lawful attorney-in-fact, with full power of substitution, for and in the name, place and stead of Assignor, to sign, execute, and endorse any and all pleadings, releases, satisfactions, and other documents and instruments, as necessary in order to more fully vest and transfer certain rights contemporaneously herewith being transferred by Assignor to Assignee and to permit Assignee to execute and endorse the same on behalf of Assignor, giving and granting to said attorney the full power and authority to do and perform each and every act and thing whatsoever necessary and proper to be done, as fully, and to all intents and purposes, as Assignor might or could do if personally present, for the limited and sole purposes set out below.

This is a limited power of attorney, and is given for the sole purpose of permitting Assignee to execute documents on behalf of the Assignor which arise out of or relate to the Assigned Assets transferred pursuant to that certain Assignment Agreement entered into contemporaneously herewith, or as otherwise necessary or appropriate in connection with the "Lawsuit", the "Arbitration", or the "Second Mortgage" (as such quoted terms are defined in the Assignment Agreement).

IN WITNESS WHEREOF, the undersigned has hereunto executed this power of attorney as of the 2nd day of July, 2002.

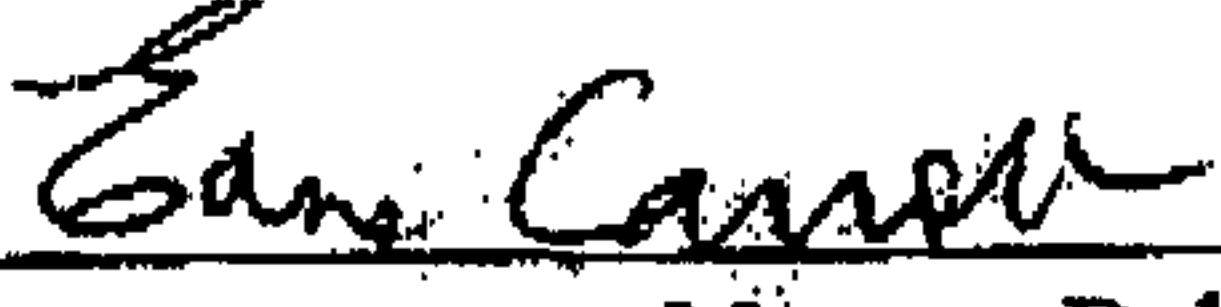


Signature

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that William Long, 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 8th day of July, 2002.



Notary Public
My commission expires: 5/16/2006

[NOTARIAL SEAL]

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

James Flanagan

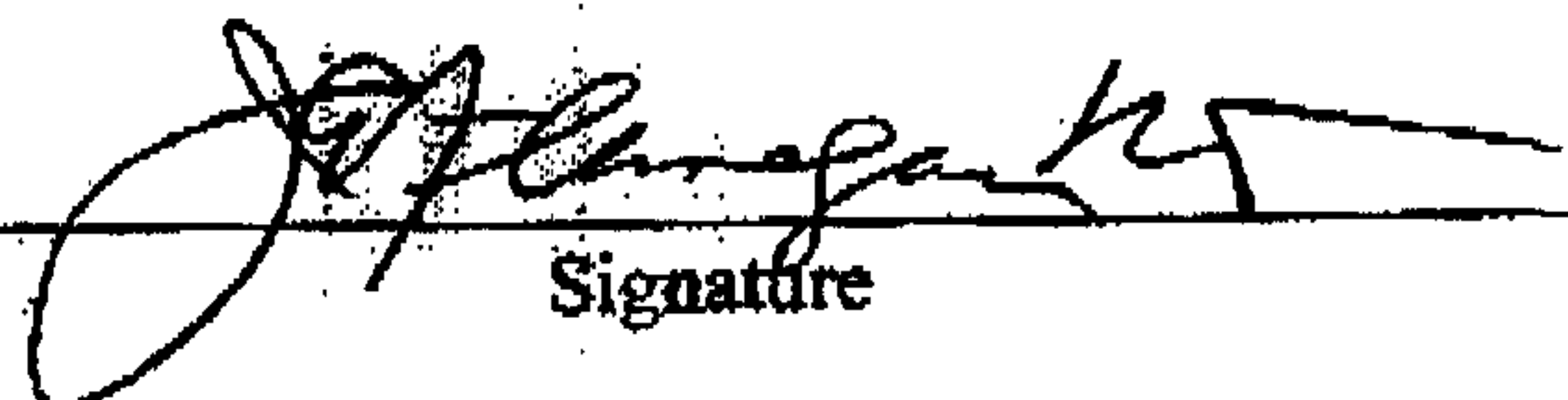
LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned James Flanagan, whose address is 4217 ABINGDON TER. City of BIRMINGHAM, County of JEFFERSON, State of Alabama (herein referred to as the "Assignor"), does hereby make, constitute, and appoint Tom Curtin ("Assignee"), his true and lawful attorney-in-fact, with full power of substitution, for and in the name, place and stead of Assignor, to sign, execute, and endorse any and all pleadings, releases, satisfactions, and other documents and instruments, as necessary in order to more fully vest and transfer certain rights contemporaneously herewith being transferred by Assignor to Assignee and to permit Assignee to execute and endorse the same on behalf of Assignor, giving and granting to said attorney the full power and authority to do and perform each and every act and thing whatsoever necessary and proper to be done, as fully, and to all intents and purposes, as Assignor might or could do if personally present, for the limited and sole purposes set out below.

This is a limited power of attorney, and is given for the sole purpose of permitting Assignee to execute documents on behalf of the Assignor which arise out of or relate to the Assigned Assets transferred pursuant to that certain Assignment Agreement entered into contemporaneously herewith, or as otherwise necessary or appropriate in connection with the "Lawsuit", the "Arbitration", or the "Second Mortgage" (as such quoted terms are defined in the Assignment Agreement).

IN WITNESS WHEREOF, the undersigned has hereunto executed this power of attorney as of the 2nd day of July, 2002.


Signature

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that James Flanagan, 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 3RD day of JULY, 2002.


Notary Public
My commission expires: 8/24/02
Alabama State at Large

[NOTARIAL SEAL]

STATE OF ALABAMA)
COUNTY OF _____)

Dave Wood

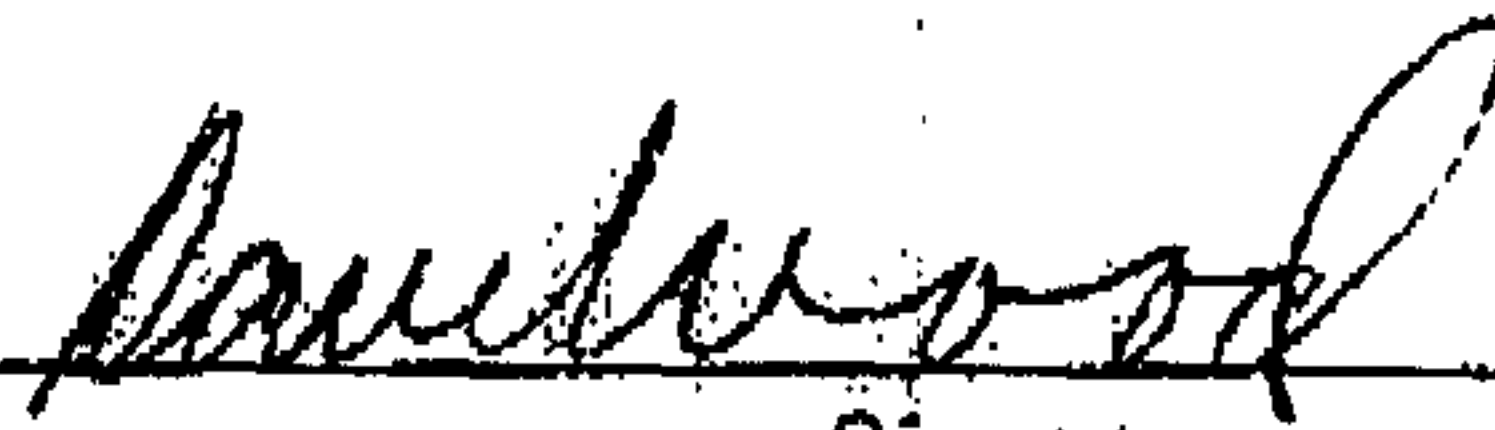
LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Dave Wood, whose address is PO Box 610130, City of Birmingham, County of Jefferson State of Alabama (herein referred to as the "Assignor"), does hereby make, constitute, and appoint Tom Curtin ("Assignee"), his true and lawful attorney-in-fact, with full power of substitution, for and in the name, place and stead of Assignor, to sign, execute, and endorse any and all pleadings, releases, satisfactions, and other documents and instruments, as necessary in order to more fully vest and transfer certain rights contemporaneously herewith being transferred by Assignor to Assignee and to permit Assignee to execute and endorse the same on behalf of Assignor, giving and granting to said attorney the full power and authority to do and perform each and every act and thing whatsoever necessary and proper to be done, as fully, and to all intents and purposes, as Assignor might or could do if personally present, for the limited and sole purposes set out below.

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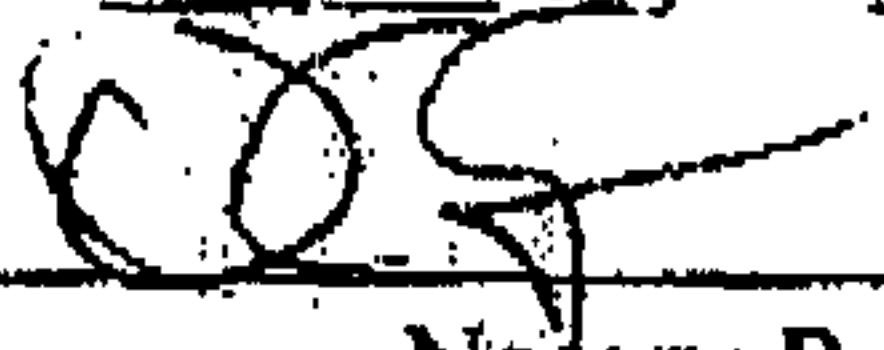
IN WITNESS WHEREOF, the undersigned has hereunto executed this power of attorney as of the 2nd day of July, 2002.


Signature

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Dave Wood, 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 2nd day of July, 2002.


Notary Public
My commission expires: 9/1/03

[NOTARIAL SEAL]

20031003000666580 Pg 10/10 44.00
 Shelby Cnty Judge of Probate, AL
 10/03/2003 12:45:00 FILED/CERTIFIED

STATE OF ALABAMA)
 COUNTY OF _____)

Robert Eichelberger

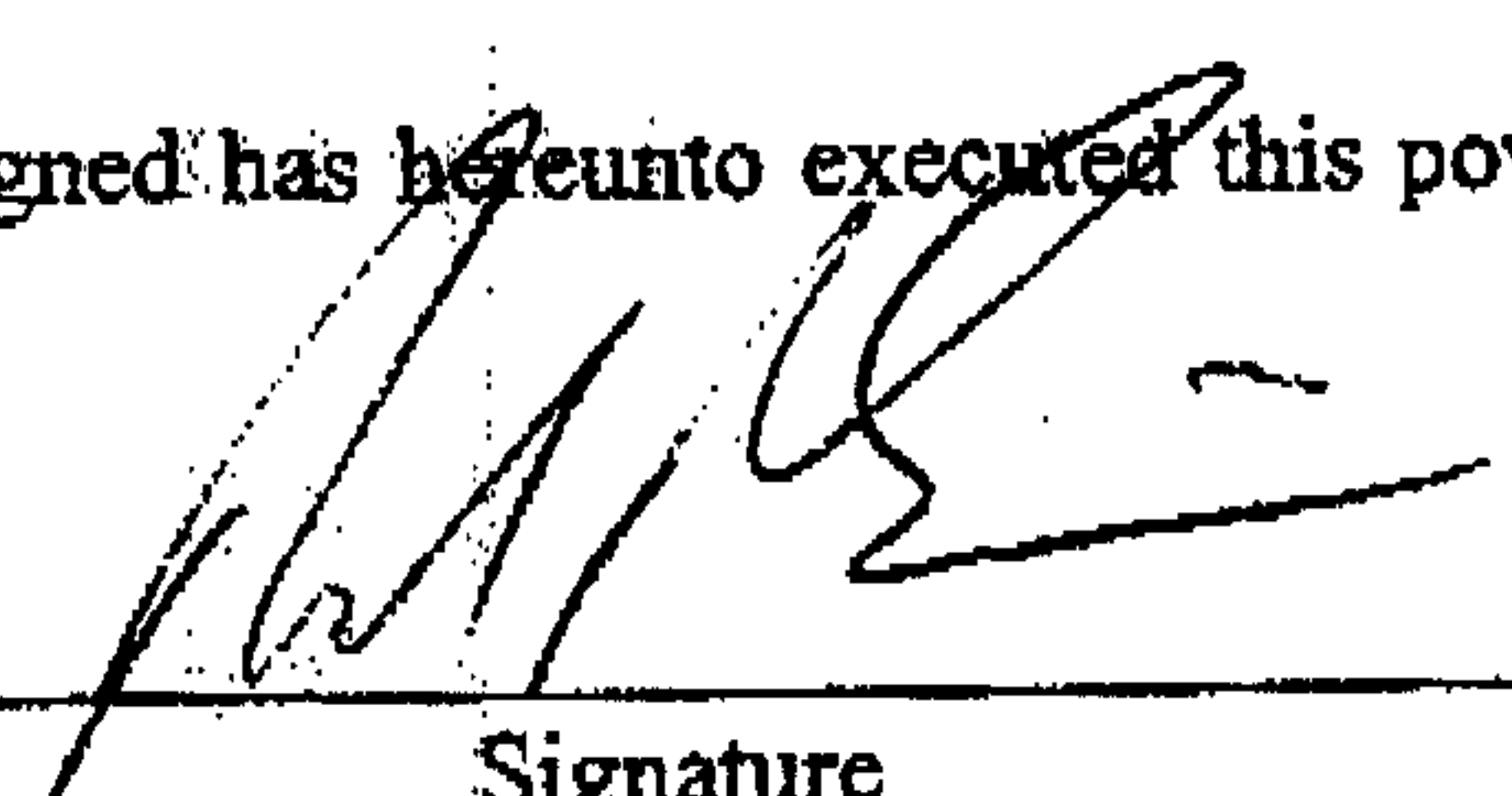
LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Robert Eichelberger, whose address is 2750 Pump House Road, City of Birmingham, County of Jefferson, State of Alabama (herein referred to as the "Assignor"), does hereby make, constitute, and appoint Tom Curtin ("Assignee"), his true and lawful attorney-in-fact, with full power of substitution, for and in the name, place and stead of Assignor, to sign, execute, and endorse any and all pleadings, releases, satisfactions, and other documents and instruments, as necessary in order to more fully vest and transfer certain rights contemporaneously herewith being transferred by Assignor to Assignee and to permit Assignee to execute and endorse the same on behalf of Assignor, giving and granting to said attorney the full power and authority to do and perform each and every act and thing whatsoever necessary and proper to be done, as fully, and to all intents and purposes, as Assignor might or could do if personally present, for the limited and sole purposes set out below.

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IN WITNESS WHEREOF, the undersigned has hereunto executed this power of attorney as of the 2nd day of July, 2002.

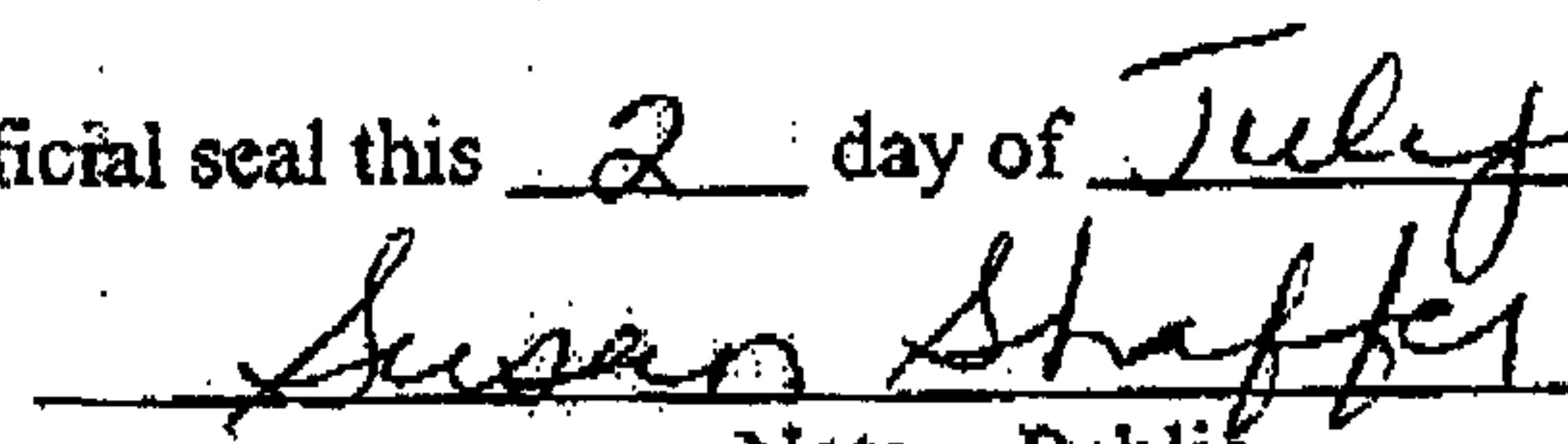


 Signature

STATE OF ALABAMA)
 JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Robert Eichelberger, 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 2 day of July, 2002.



 Notary Public

My commission expires: 10/10/02

[NOTARIAL SEAL]