

ASSIGNMENT OF PROMISSORY NOTES AND MORTGAGES

KNOW ALL MEN BY THESE PRESENTS, That in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the undersigned, PARKER SUPPLY COMPANY, INC. ("Parker") does hereby transfer, assign, set-over, and sell unto BIRMINGHAM TRUST NATIONAL BANK ("Bank") all Parker's right, title and interest in and to those certain promissory notes together with those certain mortgages securing the debts evidenced thereby, all of which are more particularly described as follows:

1. That certain "Real Estate Mortgage Note" made by Willie J. Hill and Endie Hill to Parker in the amount of \$3,027.81, and dated December 14, 1978, together with that certain real estate mortgage from Willie J. Hill and Endie Hill to Parker dated December 14, 1978, conveying certain real estate situated in Jefferson County, Alabama, as security for the full payment and faithful performance of such note and recorded in the office of the Judge of Probate, Jefferson County, Alabama at Real 1700, Page 745;
2. That certain "Promissory Note" made by Bill Brantley Construction Company, Inc. to Parker in the amount of \$14,000.00, and dated January 11, 1980, together with that certain real estate mortgage from Bill Brantley Construction Company, Inc. to Parker dated January 11, 1980, conveying certain real estate situated in Shelby County, Alabama, as security for the full payment and faithful performance of such note and recorded in the office of the Judge of Probate, Shelby County, Alabama, at Mortgage Book 401, Page 110 and Mortgage Book 399, Page 906;
3. That certain "Master Note" made by J. W. Brantley and Helen B. Brantley to Parker in the amount of \$35,000.00, and dated March 22, 1979, together with that certain real estate mortgage from J. W. Brantley and Helen B. Brantley to Parker dated March 22, 1979, conveying certain real estate situated in Shelby County, Alabama, as security for the full payment and faithful performance of such note and recorded in the office of the Judge of Probate, Shelby County, Alabama, at Mortgage Book 389, Page 713;
4. That certain "Promissory Note" made by Billy Ray Brantley to Parker in the amount of

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\$8,000.00, and dated July 24, 1979, together with that certain real estate mortgage from Billy Ray Brantley to Parker dated July 24, 1979, conveying certain real estate situated in Shelby County, Alabama, as security for the full payment and faithful performance of such note and recorded in the office of the Judge of Probate, Shelby County, Alabama, at Mortgage Book 397, Page 96;

5. That certain "Promissory Note" made by Billy Ray Brantley and Glenda D. Brantley to Parker in the amount of \$28,000.00, and dated March 7, 1978, together with that certain real estate mortgage from Billy Ray Brantley and Glenda D. Brantley to Parker dated March 7, 1978, conveying certain real estate situated in Shelby County, Alabama, as security for the full payment and faithful performance of such note and recorded in the office of the Judge of Probate, Shelby County, Alabama, at Mortgage Book 375, Page 725;
6. That certain "Real Estate Mortgage Note" made by Irving L. Brister and Linda Brister to Parker in the amount of \$15,500.00 and dated November 30, 1973, together with that certain real estate mortgage from Irving L. Brister and Linda Brister to Parker dated November 30, 1973, conveying certain real estate situated in Jefferson County, Alabama, as security for the full payment and faithful performance of such note and recorded in the office of the Judge of Probate, Jefferson County, Alabama, at Real 1018, Page 896;
7. That certain "Promissory Note" made by Samuel W. Lewis and Norma J. Lewis to Parker in the amount of \$5,700.00 and dated September 24, 1979 together with that certain real estate mortgage from Samuel W. Lewis and Norma J. Lewis to Parker dated September 24, 1979 conveying certain real estate situated in Jefferson County, Alabama, as security for the full payment and faithful performance of such note and recorded in the office of the Judge of Probate, Jefferson County, Alabama, at Real 1820 Page 223;
8. That certain "Real Estate Mortgage Note" made by Sam Rivers and Lucile M. Rivers to Parker in the amount of \$25,836.93 and dated April 3, 1978 together with that certain real estate mortgage from Sam Rivers and Lucile M. Rivers to Parker dated April 3, 1978 conveying certain real estate situated in Jefferson County, Alabama, as security for the full payment and faithful performance of such note and recorded in the office of the Judge of Probate, Jefferson County, Alabama, at Real 1583 Page 275; and
9. That certain "Promissory Note" made by Lewis Development Company, Inc. to Parker in the amount of \$2,000.00, and dated May 29, 1980.

TO HAVE AND TO HOLD the same unto Bank, its successors and assigns forever. Parker hereby covenants and agrees that it is the lawful owner and holder of the notes and mortgages assigned and transferred hereunder, that it has good right to sell, transfer, and assign the same as aforesaid, and that its execution and delivery of this Assignment has been duly authorized and directed by its Board of Directors. Further, Parker hereby makes, consitutes and appoints Bank its attorney-in-fact, irrevocably, in its name or otherwise, to have, use, and take all lawful means for the recovery of the principal and interest evidenced by the said notes and secured by the said mortgages, and in case of payment to discharge the mortgage as fully as Parker might, or could, do if this assignment were not made.

IN WITNESS WHEREOF, Parker Supply Company, Inc. has caused this Assignment to be duly executed as of the day and year first written above.

STATE OF ALA. JEFFERSON CO.
I CERTIFY THAT THIS INSTRUMENT

REAL 2180 PAGE 894

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PD. ON THIS INSTRUMENT.

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PARKER SUPPLY COMPANY, INC.

By:

Its

Delany Morris
Vice Pres.

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Delany Morris, whose name as Vice President of Parker Supply Company, Inc., a corporation, is signed to the foregoing Assignment of Promissory Notes and Mortgages, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Assignment of Promissory Notes and Mortgages, he, as such Vice President, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 8th day of April, 1982.

Louise Thomas
Notary Public

My commission expires:

Oct. 2, 1982

This instrument was prepared by Bruce A. Rawls, Attorney at Law, 1600 Bank for Savings, Building, Birmingham, Alabama 35202.

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