## **ASSIGNMENT**

For value received, I, Etta Boles, an unmarried woman, order, assign, transfer, and set over to Central State Bank, Calera, Alabama, assignee herein, all of my right, title and interest in and to all money now due and payable to me and to become due and payable to me under a certain contract agreement dated the 19 day of Garal, 1984, between myself and the Alabama Power Company, a copy of the said contract agreement being attached hereto as Exhibit "A" and incorporated by reference herein.

I warrant that there has been no breach of the above-mentioned contract agreement by any of the parties thereto, and that I am in full compliance with all the terms and conditions thereof, and that I have not assigned or encumbered my rights under said contract agreement or any part thereof.

I authorize and direct the Alabama Power Company to issue on my behalf any and all checks, drafts, or payments payable in the name of the assignee, Central State Bank, and to deliver any and all checks, drafts, or ayments to be issued pursuant to said contract agreement to the assignee, Central State Bank; and I herein authorize the assignee, Central State Bank, to receive the same from the Alabama Power Company on my behalf and to apply said checks, drafts, or payments to the indebtednesses I presently owe to the assignee, Central State Bank. I further authorize the assignee, Central State Bank, to collect on my behalf any and all funds due or to become due pursuant to the terms of the above contract agreement.

I shall have no authority, without assignee's prior written consent, to accept any checks, drafts, or payments to be issued pursuant to said contract agreement between myself and the Alabama Power Company or to modify, change, or enlarge the terms of the contract agreement above assigned.

Any and all moneys or payments that may be received by me to which the assignee, Central State Bank, is entitled by reason of this assignment shall be received by me as trustee for the assignee, and will be immediately delivered to the assignee without commingling with any of my other funds. I warrant to the assignee that the monies above assigned have not heretofore been alienated or assigned.

This assignment is complete and irrevocable, and shall remain in full force and effect until a release in writing thereof is given to me by the assignee, Central State Bank.

Contral State Bank

Notice of this assignment shall be given to the Alabama Power Company or to its duly authorized agent.

IN WITNESS WHEREOF, I have executed this assignment at Calera, Alabama on this the  $\frac{19}{2}$  day of  $\frac{1}{2}$ , 1984. Witness Witness

STATE OF ALABAMA
COUNTY OF SHELBY

I, Eleann Dunce, a Notary Public in and for said County and said State, hereby certify that Etta Boles, an unmarried woman, whose name is signed to the foregoing instrument of assignment and who is known to me, acknowledgedbefore me on this day that being informed of the contents of the instrument of assignment she has executed the same voluntarily, on the day the same bears date.

Given unto my hand and official seal this 19 day of aprel, 1984.

## ACCEPTANCE OF ASSIGNMENT

Central State Bank, Calera, Alabama, assignee herein, hereby accepts the foregoing instrument of assignment, subject to the terms thereof.

CENTRAL STATE BANK, Assignee Its: Witness