

ASSIGNMENT OF NOTE AND MORTGAGE

ASSIGNMENT, made this 5th day of June, 1985, by and between:

ASSIGNOR: Birmingham Saw Works Employee's Pension Trust (the "Assignor"); and

ASSIGNEE: Birmingham Saw Works, an Alabama corporation (the "Assignee");

W I T N E S S E T H:

WHEREAS, the Assignor is a trust established pursuant to, and as part of, the Birmingham Saw Works Employee Defined Benefit Pension Plan (the "Plan");

WHEREAS, as consideration for the sale of certain real property located in Shelby and St. Clair counties, Alabama, the Assignor received a Promissory Note of Sherwood J. Stamps, dated February 9, 1983, made payable to the order of the Assignor in the original principal amount of \$175,000, (the "Note") and a mortgage on said real property securing the Note, dated February 9, 1983, and recorded on February 9, 1983 in Volume 176, Page 797, in the Office of the Judge of Probate of St. Clair County, Alabama and recorded on February 9, 1983 in Book 427, Page 306, in the Office of the Judge of Probate of Shelby County, Alabama (the "Mortgage");

WHEREAS, the Plan has been terminated and the liabilities of the Plan to its participants have been satisfied;

WHEREAS, pursuant to the provisions of the Plan, upon its termination any excess assets of the Assignor remaining after satisfaction of such liabilities are to revert to the Assignee;

WHEREAS, the Note and the Mortgage constitute a part of such excess assets of the Assignor; and

WHEREAS, the Assignor desires to assign the Note and the Mortgage to the Assignee, and the Assignee desires to accept such assignment from the Assignor, as part of such reversion and upon the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

1. Assignment. The Assignor hereby transfers and assigns to the Assignee all of the Assignor's right, title and interest in

and to the Note and the Mortgage, such transfer and assignment being made pursuant to the provisions of the Plan.

2. Acceptance. The Assignee hereby accepts the assignment of the Note and the Mortgage.

IN WITNESS WHEREOF, this Assignment has been executed on the day and year first above written.

ASSIGNOR:

WITNESS:

Barbara Chapman

BIRMINGHAM SAW WORKS
EMPLOYEE'S PENSION TRUST

By: [Signature]
Robert D. Thuston, Trustee

By: _____
Devon Gray, Trustee

ASSIGNEE:

BIRMINGHAM SAW WORKS

By: E. C. Thuston, III
E. C. Thuston, III
President

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Robert D. Thuston and Devon Gray, whose names as Trustees of Birmingham Saw Works Employee's Pension Trust are signed to the foregoing Assignment, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, in their capacity as such Trustees, and with full authority, executed the same voluntarily on the day the same bears date.

BOOK 032 PAGE 670

Given under my hand and official seal this the 28 day of June, 1985.

Anta R. Roberson
Notary Public

My Commission Expires: 12/1/85



STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that E. C. Thuston, III, whose name as President of Birmingham Saw Works, an Alabama corporation, is signed to the foregoing Assignment, 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 for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this the 28 day of June, 1985.

Anta R. Roberson
Notary Public

My Commission Expires: 12/1/85



STATE OF ALABAMA BY CO.
I CERTIFY THIS
INSTRUMENT IS TRUE

1985 JUL -2 AM 9:16

James H. [Signature]
JUGER

RECORDING FEES	
Recording Fee	\$ <u>7.50</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>8.50</u>