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**ASSIGNMENT OF NOTE, MORTGAGE and ASSIGNMENT OF  
RENTS AND LEASES**

THIS ASSIGNMENT, made on this the 3/5<sup>th</sup> day of January, 1986 by AMSOUTH BANK, N.A., Birmingham, Alabama, ("Assignor"), to PROTECTIVE LIFE INSURANCE COMPANY ("Assignee");

**WITNESSETH:**

That for and in consideration of cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, Assignor does hereby bargain, sell, assign, transfer, and set over unto Assignee, without recourse or warranty, except as set forth herein and in separate Estoppel Certificate, of even date herewith, executed by the Assignor, all of its right, title, and interest in and to the following:

1. That certain promissory note bearing date of the 6th day of May, 1985, in the principal sum of ONE MILLION SIX HUNDRED THOUSAND DOLLARS (\$1,600,000) being payable to the order of Assignor at the main office of Assignor in Birmingham, Alabama, or at such other place as the holder may designate in writing, being executed by KEY ROYAL AUTOMOTIVE COMPANY, a Delaware corporation, and being given to evidence the indebtedness secured by the Mortgage hereinafter described;
2. That certain Mortgage and Security Agreement ("Mortgage") bearing date of the 6th day of May, 1985, recorded in the Probate Office of Shelby County, Alabama, in Real 026, page 442, executed by KEY ROYAL AUTOMOTIVE COMPANY to AMSOUTH BANK, N.A. for the purpose of securing the payment of the indebtedness in the principal sum and interest evidenced by the Note described in paragraph 1 hereinabove, reference being here made to said Mortgage for a particular description of the property thereby conveyed;
3. That certain Assignment of Rents and Leases bearing the date of the 6th day of May, 1985, recorded in the Probate Office of Shelby County, Alabama, in Real 026, page 456, executed by KEY ROYAL AUTOMOTIVE COMPANY to AMSOUTH BANK, N.A. for the purpose of securing the payment of an indebtedness evidenced by the Note described in paragraph 1 hereinabove, reference being here made to said Assignment of Leases and Rents for all of the terms and provisions hereof.

Assignor covenants with and warrants to Assignee that it is the lawful owner and holder of the indebtedness evidenced and secured, respectively, by the aforementioned Note, Mortgage, and Assignment of Rents and Leases; that it has a good right to sell and convey the same; that the present unpaid principal balance of the

This instrument was prepared by  
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BIRMINGHAM, ALABAMA 35203

Jack A

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indebtedness evidenced by the aforesaid note is the sum of \$1,600,000.00 and that interest has been paid thereon to the <sup>31st</sup> day of January, 1986.

IN WITNESS WHEREOF, the AMSOUTH BANK, N.A. has caused this instrument to be executed by its duly authorized officers, on this the day and year first above written.

ATTEST:

AMSOUTH BANK, N.A.

*John M. Caplan*  
Vice President

By *C. Wayne Glasscock*  
Its *Asst*

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, GUY V. MARTIN, JR., a Notary Public in and for said County in said State, hereby certify that C. WAYNE GLASSCOCK whose name as AST VICE PRESIDENT of AmSouth Bank, N.A., 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said association.

Given under my hand and official seal this 31st day of January, 1986.

*Guy Martin Jr*  
Notary Public

My Commission Expires: 11-19-86

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1986 FEB -3 PM 2:33

*James H. Henderson, Jr.*  
JUDGE OF PROBATE

RECORDING FEES

Recording Fee	\$ 500
Index Fee	200
TOTAL	\$ 700