

CONDITIONAL ASSIGNMENT/PLEDGE OF NOTE AND MORTGAGE

STATE OF ALABAMA)
JEFFERSON COUNTY)

For value received the undersigned, Investors Trust, Inc., (hereinafter "Assignor") a corporation organized and existing under the laws of the State of Alabama, hereby conditionally assigns, pledges, conveys and delivers unto _____

HOWARD JAFFEE, MARCIA JAFFEE

(hereinafter "Assignees")

all of Assignor's interest in the below described mortgages which are recorded in the following volumes and pages, in the office of Judge of Probate of SHELBY County, Alabama together with the debts thereby secured:

NAME	VOLUME	PAGE	PRINCIPAL INDEBTEDNESS
PERRY BRASHER	061	133	\$16,333.10

Assignees hereby acknowledge and understand this instrument secures a loan of money to Assignor by Assignees as evidenced by promissory notes between said parties; Each Assignee's interest in the above described mortgages shall be equal in amount to each Assignee's loan of money to Assignor plus accrued interest. Each Assignee shall thus own a distinct fractional interest in the above referenced mortgages equal to the principal due each Assignee plus all accrued interest and any surplus shall be the sole property of Assignor; the numerator of said fraction shall be the dollar amount of the principal due Assignee plus accrued interest and the denominator of said fraction shall be the cumulative principal balances remaining on the above referenced mortgages.

Assignees recognize that this instrument secures the cumulative/total amount of all Assignees' loans to Assignor and therefore, said mortgage principal amounts hereby secured shall never be less than the cumulative amount of Assignees' loans to Assignor plus accrued interest. Assignees recognize, and hereby authorize Assignor to add to and release mortgages herein transferred only upon condition that Assignor at all times secures Assignees herein in the cumulative amount of Assignees' loans to Assignor plus accrued interest.

Therefore, Assignees hereby make, constitute and appoint Investors Trust, Inc. a corporation, organized and existing under the laws of the state of Alabama, their true and lawful attorney in fact, to file for record a transfer of any and all mortgages held hereby this instrument so long as Assignor has assigned to Assignees mortgages with a cumulative principal balance equal to Assignees' loans to Assignor plus accrued interest due Assignees.

These powers shall commence as of the date at this filing and shall not be effected by disability, incompetency or incapacity of said Assignees; and such rights, powers and authority shall remain in full force and effect thereafter until repayment in full of loans by Assignor to Assignees.

Gary S. Alshan

BOOK 061 PAGE 736

In consideration of the foregoing, Assignees agree and consent that Assignor, may charge, keep, have and retain any late charges, additional interest charges, repayment penalties and benefits derived from the above referenced mortgages.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this 20TH day of FEBRUARY, 1986.

Investors Trust, Inc.

By: Jordan Olshan

JORDAN OLSHAN
SECRETARY/TREASURER

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JORDAN OLSHAN whose name as SECRETARY/TREASURER of the above corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day, that being informed of the contents of said conveyance, he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this day of 20TH day of FEBRUARY, 1986.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES MAY 1, 1989

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

1986 FEB 24 AM 9:53

Thomas W. Scarborough, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$	—
2. Mtg. Tax		—
3. Recording Fee		5.00
4. Indexing Fee		1.00
TOTAL		6.00

BOOK 061 PAGE 737