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**ASSIGNMENT**

This Assignment ("Assignment") is made this 28<sup>th</sup> day of June, 1989, by Cahaba Title, Inc., an Alabama corporation ("Cahaba") to Security Union Title Insurance Company, a California corporation, and successor by change of name to Safeco Title Insurance Company, Inc. ("Security Union").

**RECITALS**

WHEREAS, Cahaba and Security Union, as "Indemnities", entered into that certain Indemnity Agreement dated July 10, 1987, with Brookline Forest, Inc., an Alabama corporation, and Gary Thompson, individually, as "Indemnitors", the terms of which are incorporated herein by reference (the "Indemnity Agreement"); and

WHEREAS, the Indemnity Agreement was given by the Indemnitors to hold Cahaba and Security Union harmless against any title insurance liabilities of Cahaba and Security Union arising by virtue of a mortgage in favor of Chenault-Bone Realty Company, Inc. recorded at Real 110, Page 46 in the Probate Office of Shelby County, Alabama (the "Chenault-Bone Mortgage"); and

WHEREAS, the obligations of the Indemnitors under the Indemnity Agreement were further evidenced by a demand promissory note in the amount of \$150,000.00 payable by the Indemnitors to Cahaba and Security Union, the terms of which are incorporated herein by reference (the "Note"); and

WHEREAS, the obligations of the Indemnitors evidenced by the Indemnity Agreement and Note were further evidenced by a Loan Agreement of even date therewith, the terms of which are incorporated herein by reference (the "Loan Agreement"); and

WHEREAS, the Note and Loan Agreement were secured by a mortgage of even date therewith covering certain real property situated in Shelby County, Alabama, which mortgage has been recorded at Real 144, Page 773 in the Probate Office of Shelby County, Alabama (the "Mortgage" and the "Mortgage Property", respectively); and

WHEREAS, Security Union has this date paid and discharged the obligations secured by the Chenault-Bone Mortgage and has caused the same to be satisfied of record; and

WHEREAS, a condition of the agreement of Security Union to satisfy the Chenault-Bone Mortgage was the agreement of Cahaba to assign to it all of its right, title and interest

*Cahaba Title*

in and to the Indemnity Agreement, Note, Mortgage and Loan Agreement (collectively the "Indemnity Documents"); and

WHEREAS, Cahaba, in consideration of the agreement by Security Union to pay and satisfy the Chenault-Bone Mortgage, has agreed to assign to Security Union all of its right, title and interest under the Indemnity Documents.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt of which is hereby acknowledged by Cahaba, Cahaba does hereby grant, bargain, sell, convey, assign and transfer to Security Union all of its right, title and interest in and to the Indemnity Documents, including specifically, but without limitation, the Mortgage recorded at Real 144, Page 773 in the Probate Office of Shelby County, Alabama, and the Mortgage Property secured by the lien of the Mortgage.

IN WITNESS WHEREOF, Cahaba Title, Inc. has caused this Assignment to be executed on its behalf by its duly authorized office on the date first above written.

I CERTIFY THAT  
INSTRUMENT WAS PREPARED  
BY JUDGE OF PROBATE

Cahaba Title, Inc.

89 JUL 17 AM 8:16

By: *James A. Johnson*  
JUDGE OF PROBATE

By:

*Martha B. Ferguson*  
Martha B. Ferguson, President

STATE OF ALABAMA )  
*Jefferson* COUNTY )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Martha B. Ferguson, whose name as President of Cahaba Title, Inc., an Alabama corporation, 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, she, 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 28<sup>th</sup> day of June, 1989.

RECORDING FEES

Recording Fee	\$ <u>5.00</u>
Index Fee	<u>3.00</u>
TOTAL	<u>8.00</u>

*Brenda R. Lockridge*  
Notary Public

My Commission Expires:

January 28, 1992