STATE OF ALABAMA)

SHELBY COUNTY)

93

ASSIGNMENT OF NOTE AND MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned E. WAYNE McCAIN (the "Assignor"), in consideration of a loan of money in the principal amount of $ 56,250.00 as evidenced by a note of even date, and other valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto FIRST ALABAMA BANK, an Alabama banking corporation (the "Assignee"), its successors and assigns, all of its right, title and interest in and to the following note executed by Edwyn R. Johnson and Edwyn R. Johnson, III, to E. Wayne McCain:

FACE AMOUNT	**DATE**
$75,000.00	July 19, 1990

together with the mortgage securing such note executed by Edwyn R. Johnson and Edwyn R. Johnson, III, to E. Wayne McCain, recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Volume 302, Page 93.

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This Assignment is made as security for the payment of a promissory note (the "Note") of even date, for $56,250.00 with interest as stipulated therein, executed and delivered by the Assignor to the Assignee, and is security for the full and faithful performance by the Assignor of all the terms and conditions of said Note.

Assignor agrees that he will not further assign the said Note or Mortgage, or amend the said Note or Mortgage, or grant any concessions to the Mortgagor or do any other act whereby said Note or Mortgage may, in the opinion of the Assignee, be impaired in value or quality without the prior written consent of the Assignee;

The Assignor represents and warrants to the Assignee that:

a. The Assignor has good title to the Note and Mortgage and good right to assign the Assignor's interest to the Assignee;

b. No other person, corporation or entity has any right, title or interest in the Note and Mortgage hereby assigned;

c. No previous sale, assignment, transfer, mortgage or pledge of the Note or the Mortgage hereby assigned is superior to the assignment to the Assignee.

d. All of the terms and conditions of the Note and Mortgage are in full force and effect and the Assignee is not in default under the Note or the Mortgage.

Payments on the Note shall be made to the Assignor until there is a default. Upon default Assignee shall have the right to notify the Makers of the Note to make payments directly to the Assignee.

Assignor further agrees that this Assignment shall remain in full force and effect so long as said Note remains unpaid and that it may be enforced by the Assignee, its successors and assigns, or the holder of said Note.

TO HAVE AND TO HOLD unto the said FIRST ALABAMA BANK, its successors and assigns forever.

IN WITNESS WHEREOF, the said E. WAYNE McCAIN has executed this instrument under seal on this 30th day of November, 1990.

E. Wayne McCain

E. WAYNE McCAIN

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned Notary Public in and for said County in said State, hereby certify that E. WAYNE McCAIN, whose name is signed to the foregoing Assignment of Note and Mortgage, and who is known to me, acknowledged before me on this day that, being informed of the contents of said document, he executed the same voluntarily on the date the same bears date.

Given under my hand and official seal this the 30th day of November, 1990.

Notary Public
My Commission Expires: 9/17/93

This instrument prepared by:

Joseph W. Mathews, Jr.
Lange, Simpson, Robinson & Somerville
1700 First Alabama Bank Building
Birmingham, Alabama 35203

1. Deed Tax	$
2. Mtg. Tax	$ 5.00
3. Recording Fee	$ 3.00
4. Indexing Fee	$
5. No Tax Fee	$ 1.00
6. Certified Fee	$
	$ 9.00