

STATE OF Alabama)
COUNTY OF Shelby)

449

ASSIGNMENT OF PROMISSORY NOTES AND MORTGAGES

WHEREAS, Colonial Interim Federal Savings Bank, a federally chartered stock savings bank ("Interim") and the Resolution Trust Corporation, in its capacity as Receiver of First Federal Savings and Loan Association of Andalusia, F.A. ("Receiver"), entered into a purchase and assumption agreement dated as of September 27, 1991, the ("RTC Agreement"); and

WHEREAS, Interim and Colonial Bank, an Alabama banking corporation, have entered into that certain Oakar and Purchase and Assumption Agreement dated as of September 27, 1991, (the "Oakar Agreement"); and

WHEREAS, to further effectuate the transfers contemplated by the RTC Agreement and Oakar Agreement, the Receiver, Interim, and Colonial Bank desire to enter into this assignment of promissory notes and mortgages;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Receiver (herein called "First Assignor"), for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged by First Assignor, does hereby sell, assign, set over and transfer to Interim (herein called "First Assignee and Second Assignor") "as is," "where is," without recourse and except as otherwise specifically provided in the RTC Agreement,

MILLER, HAMILTON, SNIDER & ODOM

ATTORNEYS & COUNSELLORS AT LAW
POST OFFICE BOX 46
MONTICELLO, ALABAMA 36051

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without warranties whatsoever with respect to such assets, express or implied, including, without limitation, any warranties with respect to title, enforceability, collectibility, documentation or freedom from liens or encumbrances (in whole or in part), those certain promissory notes payable to First Assignor or its predecessor ("Promissory Notes"), together with the indebtednesses evidenced by the Promissory Notes and those certain Mortgages securing payment of said indebtednesses ("Mortgages") all as more particularly described in Exhibit "A," attached hereto and made a part hereof.

BOOK 374 PAGE 520 Interim, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged by Second Assignor, does hereby sell, sign, set over and transfer to Colonial Bank (herein called "Second Assignee"), the Promissory Notes, together with the indebtedness ("Mortgages"), all as more particularly described in Exhibit "A," attached hereto and made a part hereof.

IN WITNESS WHEREOF, First Assignor and Second Assignor have caused this instrument to be duly executed as of this 27th day of September, 1991.

FIRST ASSIGNOR:

RESOLUTION TRUST CORPORATION,
as Receiver for First Federal
Savings and Loan Association
of Andalusia, F.A.

BY:  (SEAL)

ATTEST:

BY: Cheryl Newton

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SECOND ASSIGNOR:
COLONIAL INTERIM FEDERAL
SAVINGS BANK

BY: Thomas P. Oldwiler (SEAL)

ATTEST:

BY: 

STATE OF ALABAMA)
COUNTY OF COVINGTON)

I, the undersigned, a Notary Public, State of Alabama at Large, do hereby certify that on this day before me personally appeared Denis P. Donegan, known to me to be the individual described by that name and who executed the foregoing instrument as Field Site Manager and Attorney-in-Fact of the Resolution Trust Corporation, as Receiver of First Federal Savings and Loan Association of Andalusia, F.A., and being duly authorized by it, signed its name under seal, and executed the said instrument for it as its act and deed.

Given under my hand and official seal this 6th day of November, 1991.

Genevieve D. Nelson
NOTARY PUBLIC

(AFFIX NOTARIAL SEAL)

My Commission Expires:

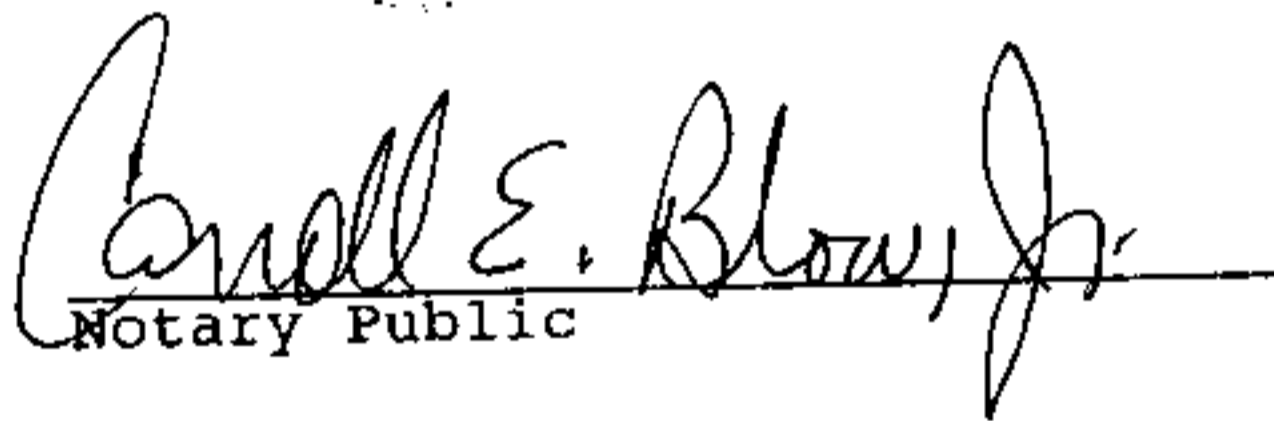
6/19/93

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STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned, a Notary Public, State of Alabama at Large, do hereby certify that on this day before me personally appeared Thomas P. Oldweiler, known to me to be the individual described by that name and who executed the foregoing instrument as Vice President of Colonial Interim Federal Savings Bank, and being duly authorized by it, signed its name under seal, and executed the said instrument for it as its act and deed.

Given under my hand and official seal this 5th day of November, 1991.


Notary Public

(AFFIX NOTARIAL SEAL)

My Commission Expires:

8/1/92

This instrument prepared by:

MILLER, HAMILTON, SNIDER & ODOM
Thomas P. Oldweiler
Post Office Box 46
Mobile, AL 36601
(205) 432-1414

Colonial Bank's Address:

1100 Three Notch Road
Andalusia, AL 36420

EXHIBIT A

SHELBY COUNTY, ALABAMA

NAME	BOOK	PAGE	DATE
Kenneth M. Nason and Inez R. Nason	343	230-233	12/2/74

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

91 NOV 25 AM 9:30

[Signature]
JUDGE OF PROBATE

1. Deed Tax	\$	_____
2. Mtg. Tax	\$	_____
3. Recording Fee	\$	15.00
4. Indexing Fee	\$	3.00
5. No Tax Fee	\$	_____
6. Certified Fee	\$	1.00
Total	\$	19.00