

**PROMISSORY NOTE, MORTGAGE,
AND ASSIGNMENT OF RENTS TRANSFER**

STATE OF ALABAMA)
)
COUNTIES OF)
JEFFERSON AND SHELBY)

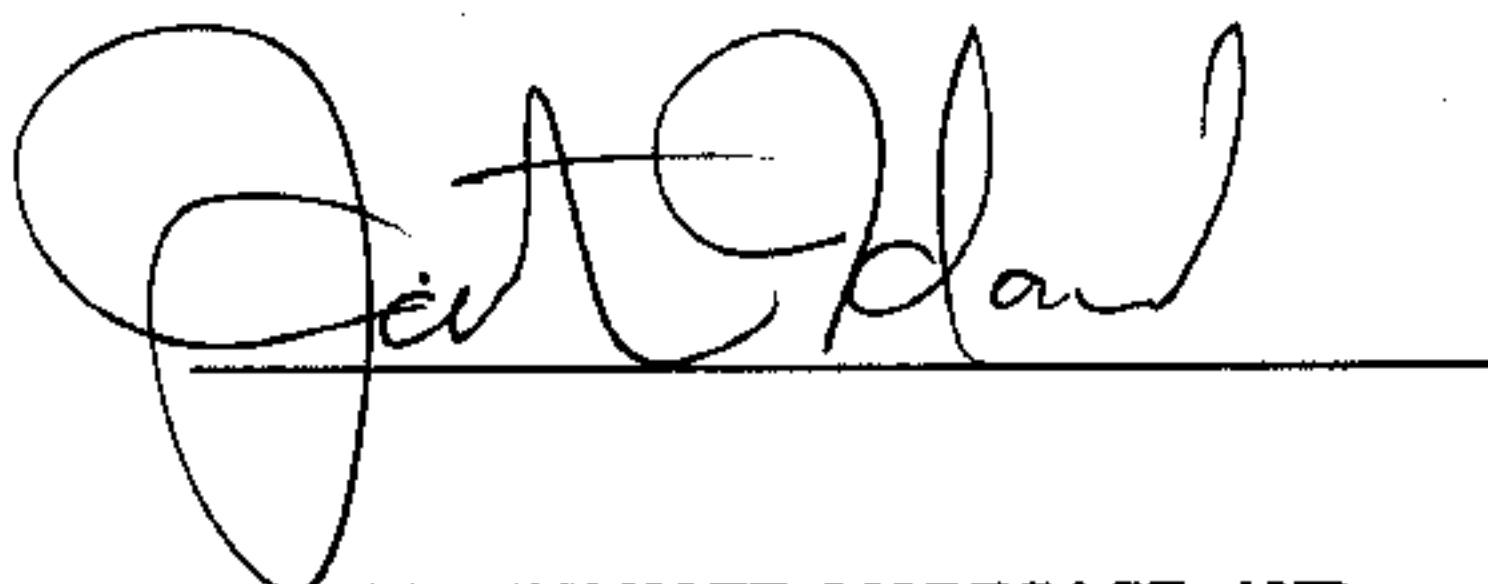
FOR VALUABLE CONSIDERATION, in hand paid to the undersigned **SOUTHTRUST BANK OF ALABAMA, NATIONAL ASSOCIATION**, a national banking association ("ASSIGNOR"), by **CENTRAL BANK OF THE SOUTH**, an Alabama banking corporation ("ASSIGNEE"), the receipt of which is hereby acknowledged by ASSIGNOR, the ASSIGNOR does hereby grant, bargain, sell, convey and assign unto ASSIGNEE all of ASSIGNOR's right, title and interest (except such as are reserved to ASSIGNOR under the last full paragraph on page 2 of this instrument) in and to that certain Mortgage executed by **BRIARWOOD PRESBYTERIAN CHURCH**, an Alabama non-profit corporation ("MORTGAGOR"), and recorded in Real Volume 3086, beginning at page 291, Probate Office of Jefferson County, Alabama, and separately recorded in Real Volume 113, beginning at page 783, Probate Office of Shelby County, Alabama, as amended by Amendment No. 1 to Mortgage and Security Agreement dated June 1, 1988, and recorded in Real Volume 3415, beginning at page 257, Probate Office of Jefferson County, Alabama, and separately recorded in Real Volume 192, beginning at page 292, Probate Office of Shelby County, Alabama (the "Mortgage"), together with that certain Promissory Note in the original principal amount of \$4,000,000 from MORTGAGOR to ASSIGNOR dated November 5, 1986, as amended by Amendment No. 1 to Promissory Note dated June 1, 1988, evidencing the indebtedness secured by such Mortgage (the "Note"), and the Assignment of Rents and Leases recorded in Real Volume 3086, beginning at page 317, Probate Office of Jefferson County, Alabama, and separately recorded in Real Volume 113, beginning at page 810, Probate Office of Shelby County, Alabama, as amended by Amendment No. 1 to Assignment of Rents and Leases dated June 1, 1988, and recorded in Real Volume 3415, beginning at page 267, Probate Office of Jefferson County, Alabama, and separately recorded in Real Volume

192, beginning at page 301, Probate Office of Shelby County, Alabama ("Assignment of Rents and Leases"), together with the debt thereby secured and the property and rights described in said Mortgage and said Assignment of Rents and Leases, respectively, all without recourse and without warranty or representation by ASSIGNOR except ASSIGNOR warrants that (i) the outstanding balance of the principal and interest owed on such Note on the date of this assignment is \$1,852,250.00 principal and \$9,775.74 interest for an aggregate amount of \$1,862,025.74, (ii) ASSIGNOR is the sole owner of the Note and that portion of the Mortgage and Assignment of Rents and Leases securing the Note, and there are no encumbrances against the Note or that portion of the Mortgage or Assignment of Rents and Leases securing the Note; (iii) ASSIGNOR has taken all action necessary to transfer the Mortgage, Assignment of Rents and Leases and Note to ASSIGNEE; and (iv) there are no setoffs, counterclaims or defenses which would affect the validity of said Mortgage, Note and Assignment of Rents and Leases to the actual knowledge and belief of the ASSIGNOR.

The above assignment and conveyance of the Note is absolute and is without condition or reservation, except that the above assignment of the Mortgage and Assignment of Rents and Leases is subject to the reservation of ASSIGNOR of rights under the Mortgage and Assignment of Rents and Leases only to the extent that such rights are derived from and secure the Credit Agreement Indebtedness, as defined and described in Amendment No. 1 to Mortgage and Security Agreement, owing to the ASSIGNOR.

IN WITNESS WHEREOF, ASSIGNOR, SOUTHTRUST BANK OF ALABAMA, NATIONAL ASSOCIATION has caused this instrument to be executed by its duly authorized officer on this 20th day of March, 1992.

WITNESS:

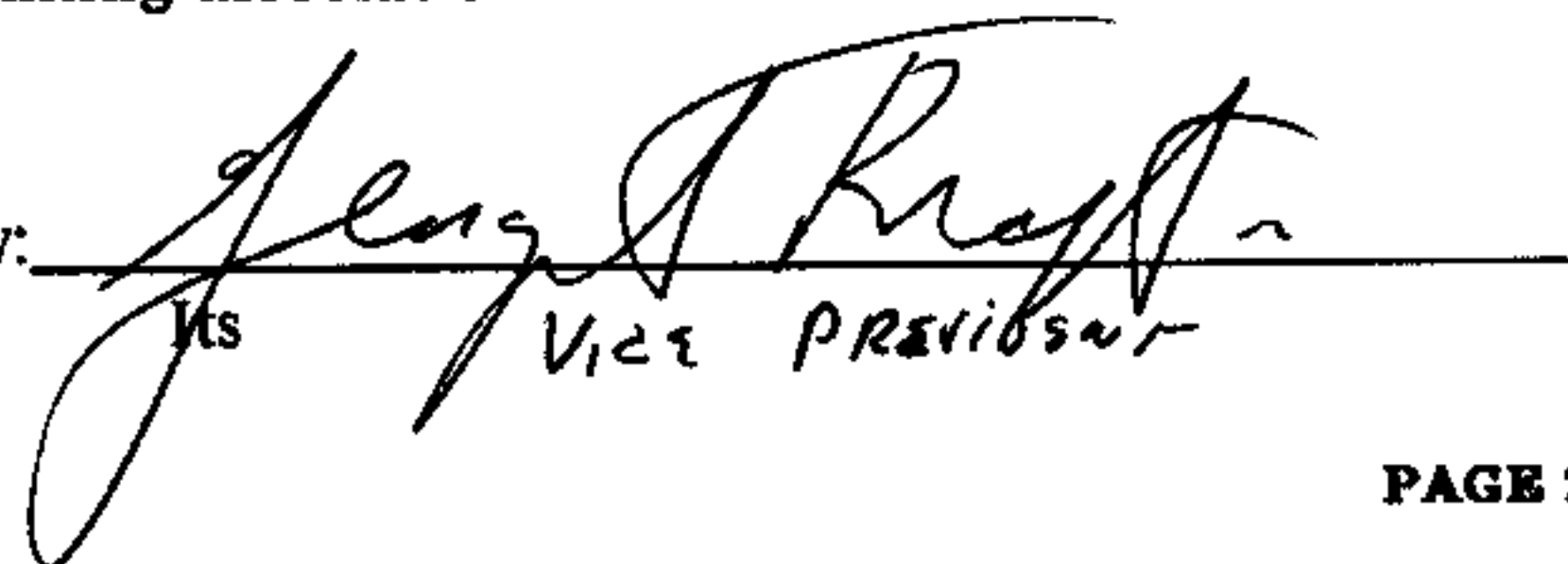


PROMISSORY NOTE, MORTGAGE, AND
ASSIGNMENT OF RENTS TRANSFER
(3-20-92)

SOUTHTRUST BANK OF ALABAMA,
NATIONAL ASSOCIATION, a national
banking association

By:

Its



Vice President

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, Notary Public in and for said County in said State, hereby certify that George T. Kraft, whose name as Vice President of **SouthTrust Bank of Alabama, National Association**, a national banking association, 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 national banking association.

Given under my hand this the 20th day of March, 1992.


Notary Public

[NOTARIAL SEAL]

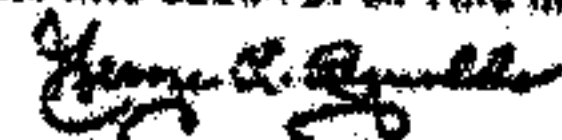
My Commission Expires Sept. 4, 1995

My commission expires: _____

STATE OF ALA. JEFFERSON CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON

1992 MAR 23 PM 4:14

RECORDED & INDEXED
DEED TAX HAS BEEN PD. ON THIS INSTRUMENT


JUDGE OF PROBATE

1050