

REASSIGNMENT OF PARTICIPATING SHARES IN MORTGAGE LOANS

STATE OF ALABAMA)
)
SHELBY COUNTY)

STATEMENT OF FACTS

Lomas Mortgage USA, a corporation, organized and existing under the laws of the United States of America will be referred to as "ASSIGNOR" and St. Clair Federal Savings Bank, a corporation, organized and existing under the laws of the United States of America will be referred to as "ASSIGNEE".

The original participation agreement was executed between Farmers Savings Bank, from whom master servicing responsibility was transferred, to Lomas Mortgage USA on January 1, 1988 and St. Clair Federal Savings Bank in said Agreement, First Mortgage Purchase #P4034, dated July 16, 1984.

Assignee requested that Assignor sell, transfer and reconvey its One Hundred percent (100%) participation share in each of the One Hundred Fifty Eight(158) unpaid loans, notes and mortgages, having the said balances due thereon, and Assignor agreed to sell the same, without recourse, effective July 20, 1992.

REASSIGNMENT WITHOUT RECOURSE OF
LOAN SHARES, NOTES AND MORTGAGES

Now, Therefore, in consideration of the foregoing premises and of the sum of Two Million Two Hundred Ninety Thousand Three Hundred Two and 26/100----- (\$2,290,302.26) DOLLARS, cash, in hand paid by Assignee to Assignor, effected by electronic transfer on said dates, respectively, \$2,251,533.54 being principal amount due, \$16,253.38 being interest due and \$22,515.34 being a 1% premium due, the receipt whereof is hereby acknowledged, Assignor does hereby, but without recourse, transfer, reassign, set over and convey unto Assignee, its One Hundred percent (100%) participating share in and to all of the loans that are particularly listed, identified and described on Exhibit "A", and all of its right, title and interest in and to each Promissory Note of each mortgagor, appearing on "Exhibit A", the debts evidenced thereby, and each Mortgage, and all property thereby conveyed, securing the payment of each note.

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SHELBY COUNTY JUDGE OF PROBATE
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TO HAVE AND TO HOLD all of the same unto the said Assignee, its successors and assigns, absolutely, forever, but with recourse upon the undersigned Assignor.

IT WITNESS WHEREOF, the said Assignor has caused this assignment to be made in its name and on its behalf by Angela Maloney
ITS Vice President, who is duly authorized
effective as of July 20, 1992, but executed this 11th day of November
1992.

LOMAS MORTGAGE USA,
A CORPORATION

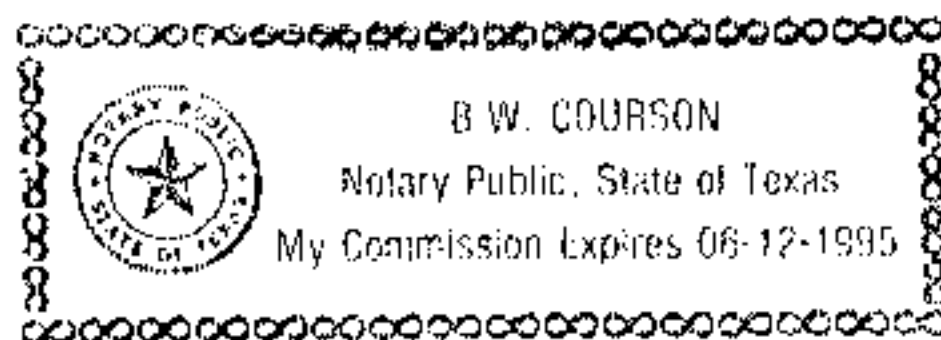
✓ BY: [Signature]
ITS Angela Maloney-Vice President

STATE OF TEXAS

COUNTY OF DALLAS

I, the undersigned, a Notary Public and for said County in said State,
hereby certify that Angela Maloney, whose name as
Vice President of Lomas Mortgage USA, a 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,
he, as such officer and with full authority, executed the same voluntarily
for and as the act of said corporation.

Given under my hand this the 11th day of
November, 1992.



[Signature]
NOTARY PUBLIC B.W. Courson

My Commission Expires: 06/12/95

(Notary Seal)

EXHIBIT "A"

Charles R. Allison
Vol 391, Page 66

James T. Spradley
Vol 356, Page 855

Edward R. Southern
Vol 333, Page 134

Assumption: James E. McCombs
Vol 14, Page 111

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