

STATE OF ALABAMA )  
JEFFERSON COUNTY )

**ASSIGNMENT OF NOTES, MORTGAGE AND ALL SECURITY INTEREST**

This Assignment made the 22 day of March, 1994, by National Bank of Commerce of Birmingham, Assignor, and for and in favor of First Commercial Bank, Assignee.

**WITNESSETH:**

WHEREAS, National Bank of Commerce of Birmingham is the Holder of a certain Master Note dated November 1, 1989 in the original principal sum of \$ 698,666.00, (the "Master Note"), payable to the order of National Bank of Commerce of Birmingham and secured by that certain mortgage with assignment of rents and leases dated November 1, 1989, by and between Oakmont Properties Inc., and Promac Inc., (the "Borrower") as Mortgagor and National Bank of Commerce of Birmingham, as Mortgagee, recorded in Real 266 Page 156 et seq. (the "Mortgage") with additional security recorded in UCC # 024334 in the office of the Probate of Shelby County. Said Master Note was later renewed and replaced with the Term Note dated May 1, 1990 in the original principal sum of \$388,148 payable to the order of National Bank of Commerce of Birmingham.

NOW, THEREFORE, for good and valuable consideration of the premises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby assigns, transfers, and sets over to the Assignee said Term Note, Mortgage and all security interest (the "Instruments") therein, all without recourse and without representation or warranty of any kind except as set forth below, in favor of First Commercial Bank together with the obligations therein described and the money due and to

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become due thereon, with the interest, and all the right, title, and interest of the Assignor in and to the premises in the said mortgage described, with the full benefit of all powers, rights and remedies expressly or implied contained therein and conferred thereby upon the Assignor. To have and to hold the same unto the Assignee, and its assigns forever.

National Bank of Commerce of Birmingham has not notified Borrower of any default in performing its obligations under the current Term Loan or any security agreement. National Bank of Commerce of Birmingham acknowledges and consents that its rights under the described Instruments, and any renewals, modifications, extensions, consolidations, replacements or substitutions of said Instruments, whether recorded or not, shall hereafter be completely and unconditionally subject and subordinate in all respects to the rights and interest of First Commercial Bank in said instruments, and any future modification thereof.

Assignor covenants with the Assignee and its assigns that there is now owing on the said note and mortgage the principal sum of \$ 353,470.72 with interest thereon from the 22nd day of March, 1994, and that the Assignor has good right to sell and assign the same.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 22 day of March, 1994.

ATTEST:

*William G. Landolf*  
*Sr. Vice President*

National Bank of Commerce of Birmingham

*Robert Aland*  
By: Robert Aland

Its *Vice President*  
(Print Title)

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Robert Aland, whose name as Vice Pres. of National Bank of Commerce of Birmingham is signed to the foregoing assignment, and who is known to me, acknowledged before me on this day that, being informed of the contents of such assignment, he, 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 22 day of March, 1994.

Alvin R. Moore

Notary Public

My Commission Expires MY COMMISSION EXPIRES OCTOBER 14, 1995

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