

STATE OF ALABAMA )  
 )  
COUNTY OF SHELBY )

4902323

**ASSIGNMENT OF CONTRACT**

KNOW ALL MEN BY THESE PRESENTS, for value received, the undersigned, CSI MANAGEMENT, INC. (hereinafter "Assignor"), a Texas corporation with its principal place of business at 3201 West Wall Street, Midland, Texas 79701, does hereby assign, transfer and set over and deliver unto FOOTHILL CAPITAL CORPORATION (hereinafter "Assignee"), of 11111 Santa Monica Blvd., Suite 1500, Los Angeles, California 90025-3333, all of the right, title and interest of Assignor in and to the following described Agreement for Deed:

<u>Seller</u>	<u>Buyer</u>	<u>Date of Contract</u>
CSI Management, Inc.	KENNETH RAY	3-16-93

more particularly described in Exhibit A hereto, such assignment, however, being subject to all of the terms and conditions of said contract.

By separate conveyance of deed, of even date herewith, Assignor has remised, released, and conveyed to Assignee all the right, title and interest of Assignor in and to the real property described in the contract made Exhibit A hereto.

By accepting this assignment, Assignee agrees that Assignor shall not be liable to Assignee for any funds or monies due and payable under the contract made Exhibit A hereto if such funds or monies become due and payable subsequent to the date of this Assignment of Contract except to the extent that such funds or monies were actually received in hand by Assignor.

IN WITNESS WHEREOF, CSI Management, Inc. has caused this Assignment of Contract to be duly executed by its duly authorized officers as of the 7th of June, 1994.

ATTEST:

By: Virginia Jones  
Its: \_\_\_\_\_

CSI MANAGEMENT, INC.

By: Clayton W. Stone, Jr.  
Its: President

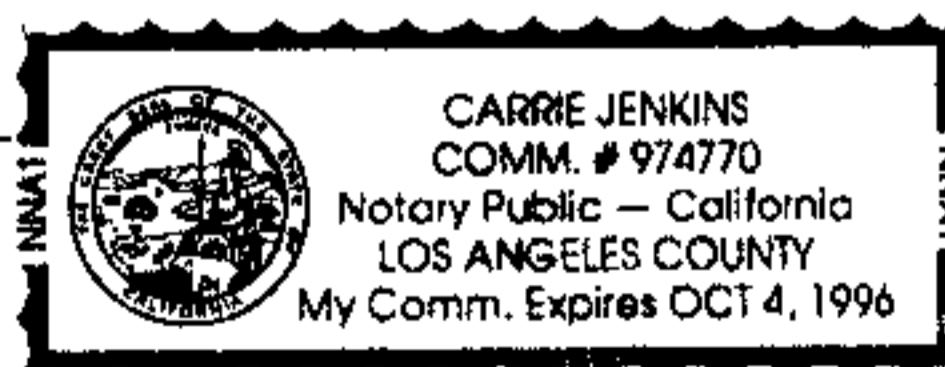
Signed, Sealed, and Delivered in the presence of:

Peggy Traflet  
Witness

Carrie Jenkins  
Notary Public, Carrie Jenkins

My Commission Expires:

[NOTARIAL SEAL]



Inst # 1994-19519

4046KMB  
Foothill/CSI June  
E6415-0035

06/20/1994-19519  
09:11 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 WCD 13.50

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Inst # 1994-19519

**EXHIBIT A**

**ALABAMA  
AGREEMENT FOR DEED**

4902323

THIS AGREEMENT, made the 16<sup>th</sup> day of MARCH, 1993, by and between  
GOLDOME CREDIT CORPORATION, a Delaware Corporation, hereinafter called "Seller," and  
KENNETH W. RAY AND WIFE, PEYTONNE L. CHILDERS-RAY hereinafter called "Buyers."

**WITNESSETH:**

That if the Buyers shall first make the payments and perform the covenants hereinafter mentioned on their part to be performed, the Seller covenants and agrees to convey to the Buyers, their heirs or assigns, all of its right, title and interest in and to the property situated in the County of Shelby and the State of Alabama known and described as follows: to-wit:

Lot 12, Block 2, according to Walington Developers, Inc.  
Addition to Southwind Subdivision, First Sector, as recorded  
in Map Book 8 page 128 in the Probate Office of Shelby County,  
Alabama; being situated in Shelby County, Alabama.

**NOTICE**  
THIS HOUSE IS SOLD IN AN "AS  
IS" CONDITION. THERE IS NO  
WARRANTY EXPRESSED OR  
IMPLIED AS A PART OF  
THIS SALE. *PLCR KLR*

**BUYERS WILL PAY THE FOLLOWING,**  
ON THE FIRST DAY OF EACH MONTH,  
BEGINNING MAY 1, 1993  
Monthly Installment \$ 709.22  
First Mortgage Payment \$ 0  
Total Monthly Payment \$ 709.22

provided, however, that where the property which is the subject of this Agreement, is subject to an equity or right of redemption, such redemptive right shall be superior to this Agreement, said Agreement being made specifically under and subject to any right of redemption.

The Buyers promise and agree to pay to the Seller a down payment of \$ 950.00  
at the signing of this Agreement, receipt of which is acknowledged, and \$ 709.22  
per month for 240 months payable on or before the FIRST  
day of each and every month, beginning MAY 1, 1993 until all of the installments  
are paid in full. Payments are to be paid to: GOLDOME CREDIT CORPORATION, Two Perimeter Park South, Birmingham,  
Alabama 35243.

☐ If checked, the property being sold is subject to an outstanding first mortgage, in the approximate principal amount of  
\$ N/A due and payable to  
N/A in equal monthly installments of \$ N/a each.

In addition to the regular monthly installments due Seller set forth hereinabove, Buyers agree to pay to Seller a sum sufficient to keep the first mortgage current during the term of this Agreement and the Seller shall pay said first mortgage installments from the payment of the monthly installments made by the Buyers to Seller.

In case of the failure of the Buyers to make any of the payments herein designated, or any part thereof, or fail to perform any of the covenants on their part hereby made and entered into for a period of ten (10) days after notice, this Agreement shall at Seller's option be terminated, and the Buyers shall forfeit all payments made by them on this agreement, and such payments shall be retained by the Seller in full as rent for the use of the premises to the time of default, and the Buyers shall be deemed to be tenants unlawfully holding over after the expiration of a lease; and the Seller shall have the right to re-enter and take possession of the premises aforesaid without being liable to any action therefor. Notice to quit and of forfeiture are each hereby waived, if allowed by law.

It is agreed that the Buyers shall have the privilege at any time of paying in advance the unpaid principal balance under this Agreement, and procuring a Deed from the Seller. Seller shall refund unearned Finance Charge if any, in the event of prepayment in full.

It is further agreed by the parties hereto that this Agreement is not to be recorded, and that no assignment or transfer of said Agreement or the rights thereunder of the Buyers shall be valid and binding against the Seller, unless the Seller shall consent in writing to such recording or assignment. Any attempt to transfer and assign this Agreement, or any subsequent financing by second mortgage, lien, or other undertaking by the Buyers, or the creation or establishment of any lien or encumbrance on the property shall constitute a default in these terms and shall forfeit all right and shall work an acceleration of the balance due.

Buyers shall take good care of this property; shall keep the buildings and other improvements now or hereafter placed on the said premises in good and reasonable repair and shall not injure, destroy or remove same during the life of the Agreement, nor commit waste. No mechanics' lien shall be imposed upon or foreclosed against the real estate described herein.

The property shall be conveyed subject to any state of facts an accurate survey may show; to covenants, restrictions, encumbrances and easements of record, if any; and to zoning regulations or ordinances. In the event there shall be any outstanding prior financing by mortgage, loan, debt or otherwise, the Seller as grantor in the Deed, shall have the right to require the Buyers to assume such indebtedness and include the net balance thereof, at the time of closing, as part of the purchase price and as a credit against the balance which the Buyers owe in connection with the performance of this Agreement.

It is mutually agreed by and between the parties hereto that the time of payment shall be an essential part of this Agreement, and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, administrators, and assigns of the respective parties.

It is further agreed that the Buyers shall insure the above described premises in the amount of this Agreement and that the Seller will be entitled to the benefit of the insurance in the amount owed upon the contract. The Buyers shall pay all insurance premiums. Buyers may obtain said insurance from a company of their own choice, provided said company is authorized and licensed to do business in this state.

The Buyers agree to pay all taxes, assessments, or impositions that may be legally levied or imposed upon property after the date of this Agreement. If Buyers fail to pay such taxes, assessments, or impositions, Seller may, but need not, pay such taxes, assessments or impositions and all sums so paid by the Seller shall be immediately due and payable upon demand and if not so paid will bear interest, from the date paid by the Seller, at the maximum legal rate permitted by the laws of this state. Buyers also agree to maintain the insurance and make the necessary repairs as called for hereinabove. If Buyers fail to maintain insurance or make the necessary repairs, Seller may, but need not, purchase such insurance or make the necessary repairs, and all sums so paid by the Seller shall be immediately due and payable upon demand and if not so paid will bear interest, from the date paid by the Seller, at the maximum legal rate permitted by the laws of this state.

In the event of default in any of the terms or obligations by Buyer, Seller may accelerate and declare the entire unpaid balance immediately due and payable, without refund or rebate except in the event of pre-payment herein described. If the amount financed herein exceeds \$300, Buyer agrees in the event of default, to pay reasonable attorney's fees in the enforcement hereof, not exceeding 15% of the unpaid debt after default, and referral to an attorney not a salaried employee of Seller.

It is mutually agreed, which agreement is of the essence hereof, and further consideration hereof that each party forever releases and discharges the other from any and all claims, demands, charges or causes of action which they might have heretofore had against the other for any reason whatsoever; that the obligations contained herein shall represent the only legal obligation by and between the parties; and that the unpaid installments due hereunder are correct as stated.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST:

Celia Reese,

Assistant Secretary

GOLDOME CREDIT CORPORATION

By: Larry J. Hill,

Vice President

("Seller")

**CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.**

WITNESSES

David Nathan

Kenneth W. Ray (SEAL)  
Peystone L. Childers-Ray (SEAL)  
("Buyers")

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Larry J. Hill

and Celia Reese, whose names as Vice President and Assistant Secretary, respectively of GOLDOME CREDIT CORPORATION, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 16<sup>th</sup> day of March, 19 93

Sanja Key Weekley  
Notary Public

Sanja Key Weekley

My Commission Expires December 15, 1993

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that KENNETH W, RAY

and PEYTONNE L. CHILDERS-RAY whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, they executed the same voluntarily on the day the same bears date 16<sup>th</sup> day of MARCH, 19 93

Given under my hand and official seal, this the 16<sup>th</sup> day of MARCH, 19 93

Ray W. Childers  
Notary Public

My Commission Expires: Dec 1994



4902323C  
CONTRACT FOR DEED

KENNETH RAY

Inst # 1994-19519

06/20/1994-19519  
09:11 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 PCO 13.50