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STATE OF ALABAMA )  
COUNTY OF SHELBY )

ASSIGNMENT

WHEREAS First Southern Federal Savings and Loan Association ("First Southern") changed its name to Altus Bank, a Federal Savings Bank, effective June 1, 1987;

WHEREAS on May 17, 1991, the Resolution Trust Corporation ("RTC") was appointed as Receiver (the "Receiver") for Altus Bank, a Federal Savings Bank ("Altus Bank") by the Office of Thrift Supervision ("OTS") by OTS Order No. 91-278 pursuant to Section 5 (d) (2) (H) (ii) of the Home Owners' Loan Act of 1933 ("HOLA"), as amended by Section 301 of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989:

WHEREAS on May 17, 1991, the Receiver entered into a Purchase and Assumption Agreement with Altus Federal Savings Bank, Mobile, Alabama, which agreement transferred certain of the assets of Receiver to Altus Federal Savings Bank;

WHEREAS on May 17, 1991, the OTS by Order No. 91-278 appointed the RTC as Conservator for Altus Federal Savings Bank ("Conservator"); and

WHEREAS on May 20, 1994, the OTS, by Order No. 94-91 replaced the said Conservator and appointed RTC as Receiver for Altus Federal Savings Bank;

NOW THEREFORE, in consideration of Ten and No/100 (\$10.00) Dollars and other valuable consideration, Resolution Trust Corporation as Receiver for Altus Federal Savings Bank, Mobile, Alabama ("Assignor") does hereby, subject to the matters, limitations, disclaimers, covenants, and terms, hereinafter described, transfer, convey, quitclaim and assign unto Union Planters National Bank ("Assignee"), its successors and assigns, all Assignor's right, title and interest, if any, in and to the following:

MORTGAGOR: WILLIAM CLEMENTS AND SYLVIA CLEMENTS,  
HUSBAND AND WIFE

MORTGAGEE: FIRST SOUTHERN FEDERAL SAVINGS AND LOAN ASSOCIATION

DATE OF MORTGAGE: OCTOBER 22, 1984

RECORDING DATA: REAL PROPERTY BOOK 006, PAGE 614

The said assignment, conveyance, quitclaim and transfer is MADE BY ASSIGNOR WITHOUT RECOURSE, WARRANTY, REPRESENTATION OR GUARANTY, EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR CHARACTER (EXCEPT WITH RESPECT TO THE LIMITED WARRANTIES, REPRESENTATIONS AND COVENANTS OF ASSIGNOR CONTAINED IN THE LOAN SALE AGREEMENT BETWEEN ASSIGNOR AND ASSIGNEE DATED August 30, 1994), OF TITLE, STATUS, QUALITY, NEGOTIABILITY, PRIORITY OR COLLECTIBILITY OF THE SAID MORTGAGE, INDEBTEDNESS SECURED THEREBY, AND COLLATERAL DESCRIBED THEREIN, THE CREDITWORTHINESS OF ANY OBLIGOR, MAKER OR GUARANTOR, THE VALUE OF ANY COLLATERAL SECURING PAYMENT OF THE INDEBTEDNESS OR MORTGAGE, THE FREEDOM FROM ANY LIEN OR ENCUMBRANCE, IN WHOLE OR IN PART, OR THE TRANSFERABILITY OR ENFORCEABILITY OF ANY NOTE, COLLATERAL OR MORTGAGE; and subject to the terms, covenants, conditions, releases, and indemnities of Assignee made in that said Loan Sale Agreement.

By acceptance of delivery hereof, Assignee does assume and agree to be bound by the terms, covenants and conditions of the said Mortgage transferred and assigned by Assignor to Assignee hereunder, and confirms and ratifies all the terms, covenants, conditions, releases and indemnities of said Loan Sale Agreement.

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SHELBY COUNTY JUDGE OF PROBATE  
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TO HAVE AND TO HOLD the same unto the said Assignee, its successors and assigns, forever, subject to the matters, limitations, disclaimers, covenants, and terms herein described and made.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed by its duly authorized Attorney in Fact on this 30 day of August, 1994.

**ASSIGNOR:**

RESOLUTION TRUST CORPORATION AS  
RECEIVER FOR ALTUS FEDERAL SAVINGS  
BANK, MOBILE, ALABAMA

BY: E. J. Connors  
As Its Attorney-in-Fact E.J. Connors

STATE OF ALABAMA  
COUNTY OF MOBILE

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that E.J. Connors, whose name as Attorney-in-Fact of Resolution Trust Corporation as Receiver for Altus Federal Savings Bank, Mobile, Alabama, 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 said instrument, he, as such Attorney-in-Fact, and with full authority, executed the same voluntarily on the day the same bears date as the act of and for the said Receiver.

Given under my hand and official notarial seal, this the 30 day of August, 1994.

(Affix Notarial Seal)

Mary Ann Duke  
Notary Public Mobile, County, Alabama  
My Commission Expires: 9-17-97

Assignor's Address:  
851 South Beltline Highway  
Mobile, Alabama 36606

Assignee's Address:

This Instrument Prepared By:

Robert P. McDonald  
Resolution Trust Corporation  
Legal Division  
100 Colony Square, Suite 2300  
Atlanta, Georgia 30361

Union Planters National Bank  
6200 Poplar Avenue  
Memphis, TN 38119

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