

STATE OF ALABAMA           )  
COUNTY OF SHELBY        )

**TRANSFER AND ASSIGNMENT OF NOTE, MORTGAGE, AND SECURITY AGREEMENT**

KNOW ALL PERSONS BY THESE PRESENTS: That for and in consideration of One and No/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, to MICHAEL A. WINDHAM (hereinafter referred to as "Assignor") by SOUTHTRUST BANK OF ALABAMA, NATIONAL ASSOCIATION, a national banking association (hereinafter referred to as "Assignee"), Assignor does hereby grant, bargain, sell, convey, assign and deliver unto Assignee all of his right, title and interest in and to that certain Promissory Note dated as of September 28<sup>th</sup>, 1995 in the original principal amount of \$1,000,000.00 executed by Jerry McGaha and Leisa McGaha (hereinafter collectively referred to as the "Maker") to Assignor (the "Note"), that certain Security Agreement dated as of September 28<sup>th</sup>, 1995, executed by Maker in favor of the Assignor, and that certain Real Estate Mortgage, Security Agreement and Financing Statement dated as of September 28, 1995, executed by the Maker in favor of the Assignor and filed for record on the 2 day of ~~September~~ <sup>October</sup>, 1995, in the Office of the Judge of Probate of Shelby County, Alabama, in Book <sup>Inst</sup> 1995 page 27731 (the "Mortgage"), and all interest of the undersigned in and to the lands and property conveyed by said Mortgage, which real property is situated in the County of Shelby, State of Alabama, and is more particularly described as follows, to wit:

[See Exhibit "A" attached hereto for description of real property]

Contemporaneous with the execution of this Transfer and Assignment of Note, Mortgage, and Security Agreement, Assignor shall deliver actual physical possession of the Note to Assignee.

Assignor herein does for himself, and his heirs, executors, administrators, successors and assigns, covenant with Assignee, its successors and assigns, that he is the owner of the Note, the Mortgage and

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the Security Agreement, free and clear of all liens and encumbrances, he has the lawful right to execute and deliver this Transfer and Assignment of Note, Mortgage, and Security Agreement, and that he, and his heirs, executors, administrators, successors and assigns, shall warrant and defend the same to Assignee, its successors and assigns, forever, against the lawful claims and demands of all persons, firms, associations and corporations.

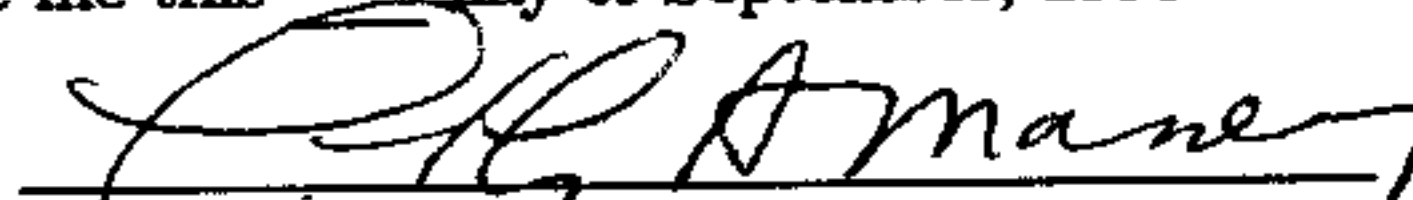
IN WITNESS WHEREOF, Assignor has executed this instrument on this the 28<sup>th</sup> day of September, 1995, to transfer and assign all of Assignor's right, title and interest in and to said Note, Mortgage, and Security Agreement to Assignee.

  
MICHAEL A. WENDHAM

STATE OF ALABAMA  
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Michael A. Windham, whose name is signed to the foregoing Transfer and Assignment of Note and Mortgage, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day that bears the same date.

Sworn to and subscribed before me this 28<sup>th</sup> day of September, 1995.

  
Notary Public

# **EXHIBIT A**

Lot 3-B, according to the Map of Windham Tire Resurvey, as recorded in Map Book 18, Page 94, in the Probate Office of Shelby County, Alabama.

TOGETHER WITH a 30-foot exclusive, perpetual easement for vehicular and pedestrian ingress and egress in, under, over and across the area specifically shown on the Resurvey and lying on the most westerly boundary of Lots 2-B and 3-B, according to the Resurvey, it being understood that such 30-foot easement area shall serve Lots 2-B and 3-B, according to the Resurvey and Lot 1 USW Subdivision, as recorded in Map Book 14, Page 8, in said Probate Office.

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