

STATE OF ALABAMA

COUNTY OF SHELBY

**ASSIGNMENT OF MORTGAGES**

KNOW ALL MEN BY THESE PRESENTS that, for value received, **AmSouth Bank of Alabama** (formerly known prior to charter conversion as AmSouth Bank N.A.) of Birmingham, Alabama (the "Bank"), does hereby assign and deliver to **Kadco, Inc.** (the "Assignee"), its successors and assigns:

(a) Mortgage by South Jefferson Company, Inc., a corporation, to AmSouth Bank N.A., dated August 7, 1985, and recorded in Real Volume 37, Page 834, in the Probate Office of Shelby County, Alabama;

(b) Mortgage by South Jefferson Company, Inc., a corporation, to AmSouth Bank, National Association, dated January 15, 1986, recorded in Real Volume 2845, Page 70, in the Probate Office of Jefferson County, Alabama; AND, recorded in Real Volume 57, Page 822, in the Probate Office of Shelby County, Alabama; as amended by: First Amendment to Mortgage, Security Agreement and Assignment of Rents and Leases dated September 16, 1987, and recorded in Real Volume 152, Page 429, in the Probate Office of Shelby County, Alabama; AND, further amended by Second Amendment to Mortgage, Security Agreement and Assignment of Rents and Leases dated March 16, 1989, and recorded in Real Volume 250, Page 903, in the Probate Office of Shelby County, Alabama; and

(c) \$300,000 of the indebtedness owed by South Jefferson Company, Inc., to the Bank, as secured by said mortgages, provided, however, that the mortgagor shall have no personal liability for the payment of the indebtedness, and the holder of the mortgages shall look solely to the property described in said mortgages for the repayment of the debt.

This Assignment is made without representation or warranty by, or recourse on, the Bank.

Notwithstanding anything to the contrary contained herein or under the laws of the State of Alabama, the conveyance evidenced by this document shall not result in a merger of title notwithstanding the fact that the owner of the fee simple of the real property and the holder of the above described mortgages are one and the same, it being the express intent of the parties that the lien of the mortgages shall survive and that the two estates shall remain separate and distinct.

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04:09 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 KCD 11.00

Inst # 1995-29883

IN WITNESS WHEREOF, the Bank has caused this instrument to be executed by its duly authorized officer on the 18 day of October, 1995.

AMSOUTH BANK OF ALABAMA

By Melvin C. Romero  
Its Vice President

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Melvin C. Romero, whose name as Vice President of AmSouth Bank of 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 the foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal this 18th day of October, 1995.

Kay K. Bains  
Notary Public

My commission expires: 10/16/96

This instrument prepared by:

Kay K. Bains, Esq.  
Walston, Stabler, Wells,  
Anderson & Bains  
505 N. 20th Street, Suite 500  
Birmingham, AL 35203  
(205) 251-9600

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