

LOAN # 00894
FIN 6978

Prepared by and When Recorded Return to:
Nationwide Mortgage Services, Inc.

950 HERNDON PARKWAY
SUITE 120
HERNDON, VIRGINIA 22070

Inst # 1996-00165

01/03/1996-00165
02:29 PM CERTIFIED

ASSIGNMENT OF MORTGAGE
SHELBY COUNTY JUDGE OF PROBATE
003 SNA 13.50

This ASSIGNMENT OF MORTGAGE is made and entered into as of the 1st day of September, 1992, from the Resolution Trust Corporation acting in its capacity as conservator or receiver for Guaranty Federal Savings and Loan Association, successor-in-interest to, or formerly known as, as the case may be, Guaranty Federal Savings & Loan Association (the "Assignor"), with an address at 801 17th Street, NW, 9th Floor, Washington, DC 20434, to Bank of America National Trust and Savings Association, as Trustee under that certain Pooling and Servicing Agreement dated as of September 1, 1992, for RTC Commercial Mortgage Pass-Through Certificates, Series 1992-C7, with an address at 555 Anton Boulevard, Costa Mesa, CA 92626 (the "Assignee").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does by these presents hereby grant, bargain, sell, assign, transfer and set over unto the Assignee, its successors, transferees, and assigns forever, all of the rights, title and interest of said Assignor in and to the following instruments describing land therein, duly recorded in the Office of the County recorder of Shelby County, State of Alabama, as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Together with any and all notes and other loan documents and assignments relating to the obligations therein described or referred to, the debt respectively secured thereby and all sums of money due and to become due thereon, with interest thereon, and attorney's fees and all other charges.

This Assignment is made without recourse, representation or warranty.

DATED: 6/20, 1995

Witness:

Evelyn J. Patterson

Witness:

Mr. J. J. J.

RESOLUTION TRUST CORPORATION, as
Conservator or Receiver of
Guaranty Federal Savings
and Loan Association
successor in interest to, or formerly
known as, as the case may be,
Guaranty Federal Savings
& Loan Association

BY:

K. Pedersen

Name:

K. Pedersen

Its Attorney-in-Fact

STATE OF VIRGINIA

ss.

COUNTY OF LOUDOUN

Pursuant to Power of
Attorney recorded in

Book N/A at Page N/A
INST. #: 1995-05155

On 6/20, 1995 before me, the undersigned Notary Public, personally appeared K. Pedersen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Celeste Freeman

Notary Signature

Celeste Freeman

Name:

My Commission Expires: JUN 30 1996

ALABAMA

LOAN #00894
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EXHIBIT A

SAID INDEBTEDNESS, LIENS AND LAND BEING DESCRIBED AS FOLLOWS:

Borrower Name(s): Randal L. Wyatt, a single man, Dianne Wyatt Booth, a married woman, and Wesley C. Wyatt, a single man

Original Lender: Guaranty Federal Savings & Loan Association

Original Loan Amount: \$ 247,000.00

Date of Mortgage: August 7, 1989

Date of Recording: August 8, 1989

County: Shelby County

Instrument No.: n/a

Book: 250

Page: 240

LEGAL DESCRIPTION

See Attached

CT 00846

Inst # 1996-00165

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SHELBY COUNTY JUDGE OF PROBATE
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EXHIBIT "A"

A parcel of land located in the North Half of the SW 1/4 of section 31, Township 19 South, Range 2 West, more particularly described as follows: Commence at the NE corner of the SW 1/4 of the NW 1/4 of said Section 31; thence in an easterly direction, a distance of 452.73 feet; thence 86 degrees 31 minutes 40 seconds right, in a southerly direction, a distance of 1321.78 feet; thence 47 degrees 06 minutes right, in a southwesterly direction, a distance of 250.20 feet to a point in the approximate centerline of an existing road; thence 100 degrees 04 minutes 45 seconds left, in a southeasterly direction along said approximate centerline, a distance of 380.41 feet to the beginning of a curve to the right, having a radius of 965.17 feet; thence in a southeasterly direction along said curve and centerline, a distance of 394.42 feet to the end of said curve; thence continue in a southeasterly direction along said centerline and tangent to said curve, a distance of 130.59 feet to the Point of Beginning; thence continue in a southeasterly direction along last described course and along said centerline, a distance of 79.70 feet; thence 5 degrees 32 minutes 10 seconds right, in a southeasterly direction along said centerline, a distance of 31.69 feet; thence 96 degrees 18 minutes 43 seconds right, in a southwesterly direction, a distance of 256.11 feet; thence 86 degrees 16 minutes 22 seconds right, in a northwesterly direction, a distance of 59.73 feet to a circle right-of-way on a curve having a radius of 50.0 feet; thence 90 degrees right to tangent of said right-of-way curve to the left, having a central angle of 86 degrees 16 minutes 22 seconds, in a northeasterly direction along said curve, a distance of 75.29 feet; thence 90 degrees right to tangent of said curve, in a northeasterly direction, a distance of 193.40 feet to the Point of Beginning.

Together with and subject to an easement for Ingress & Egress for the benefit of the above described property and that property adjacentthereto on the south side, said easement being described as follows:

A parcel of land located in the North Half of the SW 1/4 of Section 31, Township 19 South, Range 2 West, more particularly described as follows: Commence at the NE corner of the SW 1/4 of ^{the} NW 1/4 of said Section 31; thence in an easterly direction, a distance of 452.73 feet; thence 86 degrees 31 minutes 40 seconds right; in a southerly direction, a distance of 1321.78 feet; thence 47 degrees 06 minutes right, in a southwesterly direction, a distance of 250.20 feet to a point in the approximate centerline of an existing road; thence 100 degrees 04 minutes 45 seconds left, in a southeasterly direction along said approximate centerline, a distance of 380.41 feet to the beginning of a curve to the right, having a radius of 965.17 feet; thence in a southeasterly direction along said curve and centerline, a distance of 394.42 feet to the end of said curve; thence continue in a southeasterly direction along said centerline and tangent to said curve, a distance of 210.29 feet; then ⁵ degrees 32 minutes 10 seconds right, in southeasterly direction, a distance of 19.62 feet to the Point of Beginning; thence continue southeasterly along last described course and along said centerline, a distance of 24.15 feet; thence 96 degrees 18 minutes 43 seconds right, in a southwesterly direction, a distance of 256.66 feet; thence 86 degrees 16 minutes 22 right, in a northwesterly direction, a distance of 71.76 feet to a circle right-of-way on a curve having a radius of 50.0 feet; thence 90 degrees right to tangent of said right-of-way curve to the left, having a central angle of 35 degrees 27 minutes 02 seconds, in a northeasterly direction along said curve, a distance of 30.78 feet; thence 125 degrees 27 minutes 02 seconds right to tangent of said curve, in a southeasterly direction, a distance of 58.87 feet; thence 86 degrees 16 minutes 22 seconds left, in a northeasterly direction, a distance of 226.50 feet to the Point of Beginning.

The above property is not the homestead of either grantors.