

THE STATE OF ALABAMA  
SHELBY COUNTY

ASSIGNMENT

THIS ASSIGNMENT made and entered into on this 15th day of July, 1997, by and among Robbie Messer, Jason Messer and Michelle Messer ("Assignors"), and Marjorie Yance ("Assignee"),

WITNESSETH:

WHEREAS, Richard Bayard and wife, Frances Bayard, did heretofore execute and deliver to Marjorie Yance a certain promissory note, which is undated and does not set out the name of Marjorie Yance as payee thereon, in the original amount of \$66,500.00, a copy of which said note is attached hereto, expressly incorporated herein by reference, and designated Exhibit "A"; and,

WHEREAS, said promissory note is secured by a certain lease sale contract dated August 1, 1993, and recorded in Instrument No. 1993-29635 in the Office of the Judge of Probate of Shelby County, Alabama, which on page one thereof incorrectly sets out the venue as Chilton County, Alabama, even though the property which is the subject of said lease sale contract is located and situated in Shelby County, Alabama; and,

WHEREAS, immediately following the execution of said promissory note and lease sale contract, Marjorie Yance directed the makers of said promissory note, Richard Bayard and Frances Bayard, to make the payments set out in said promissory note and lease sale contract to her father, W. K. Messer; and,

WHEREAS, the said W. K. Messer died in Chilton County, Alabama, on May 17, 1997; and,

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SHELBY COUNTY JUDGE OF PROBATE

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WHEREAS, all the payments due under and pursuant to the said promissory note and lease sale contract were paid to W. K. Messer up to and including the May 1997 installment of principal and interest; and,

WHEREAS, Assignors have agreed to assign, set over and deliver to Assignee all of Assignors' right, title, interest and claim in and to said promissory note and lease sale contract.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by the Assignee to the Assignors, the receipt, adequacy and sufficiency whereof is hereby acknowledged, the Assignors do hereby transfer, assign, set over, convey and deliver to Assignee all of Assignors' right, title, interest and claim in and to said promissory note and lease sale contract.

Assignors do further covenant and agree to immediately notify the makers of said note who are the one and same persons as the parties of the second part in said lease sale contract to make all payments including, but not limited to, the June and July, 1997, payments of principal and interest due on said promissory note and lease sale contract to Marjorie Yance at 1239 Highway 39, Chelsea, Alabama 35043.

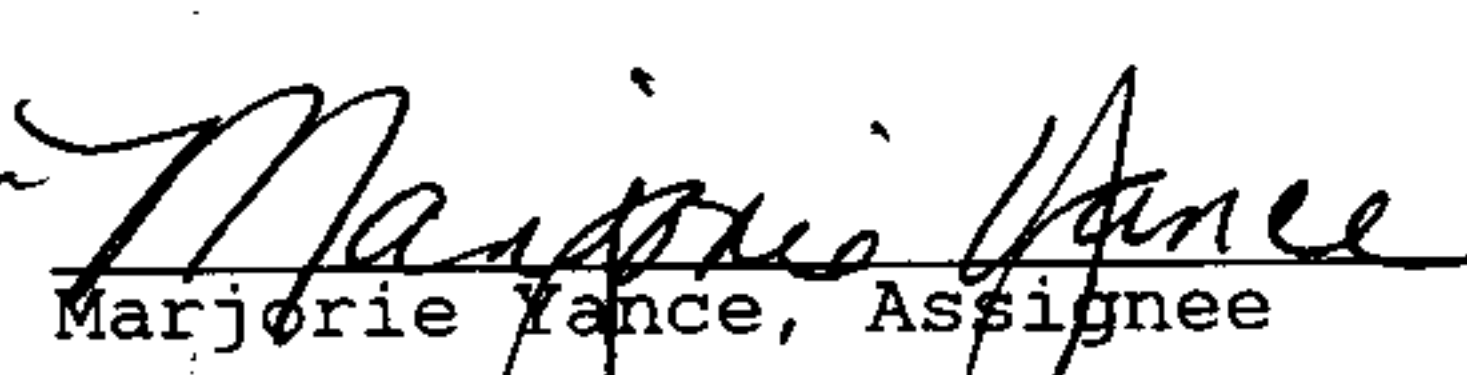
This Assignment shall inure to the benefit of the Assignee, her heirs, personal representatives and assigns forever and shall be binding on the Assignors, their heirs, personal representatives and assigns forever.

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

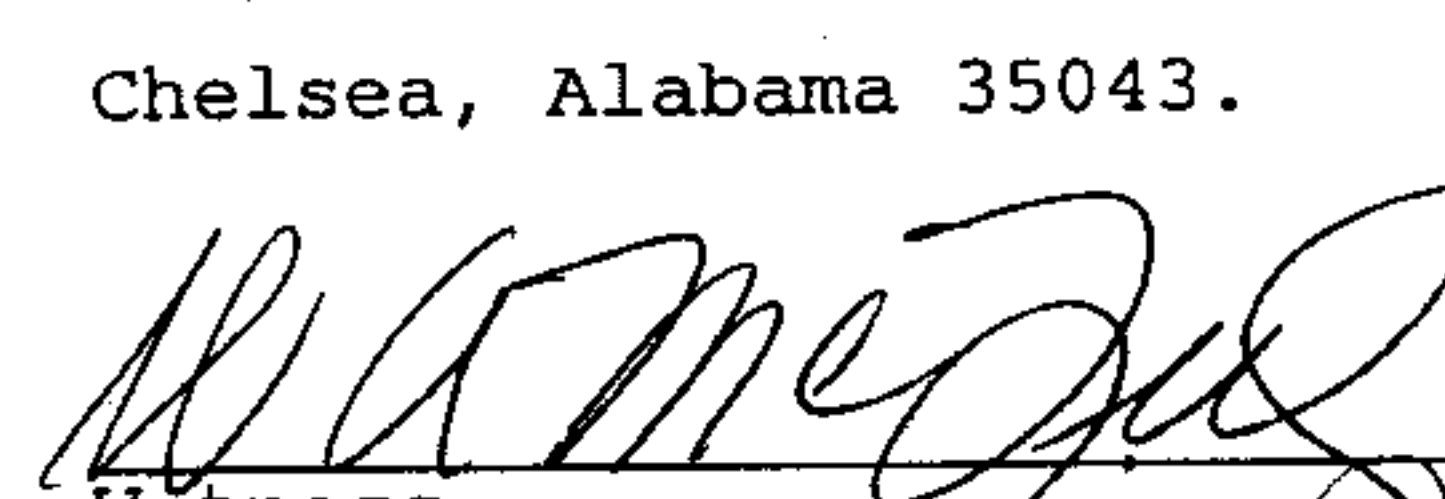
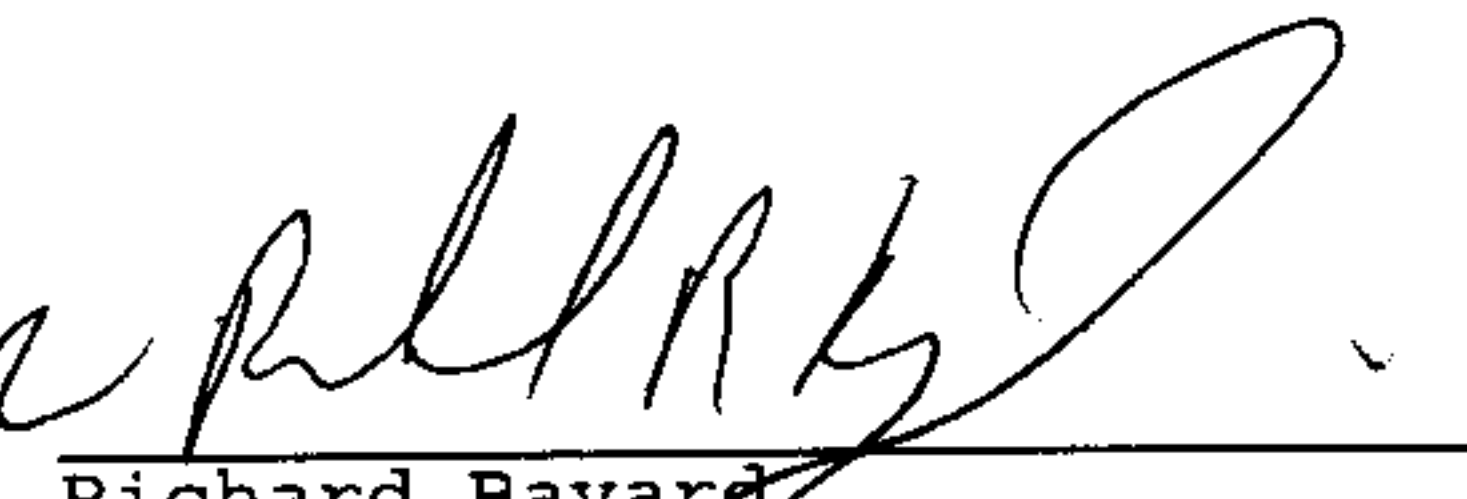
\_\_\_\_\_  
Witness Robbie Messer, Assignor (SEAL)

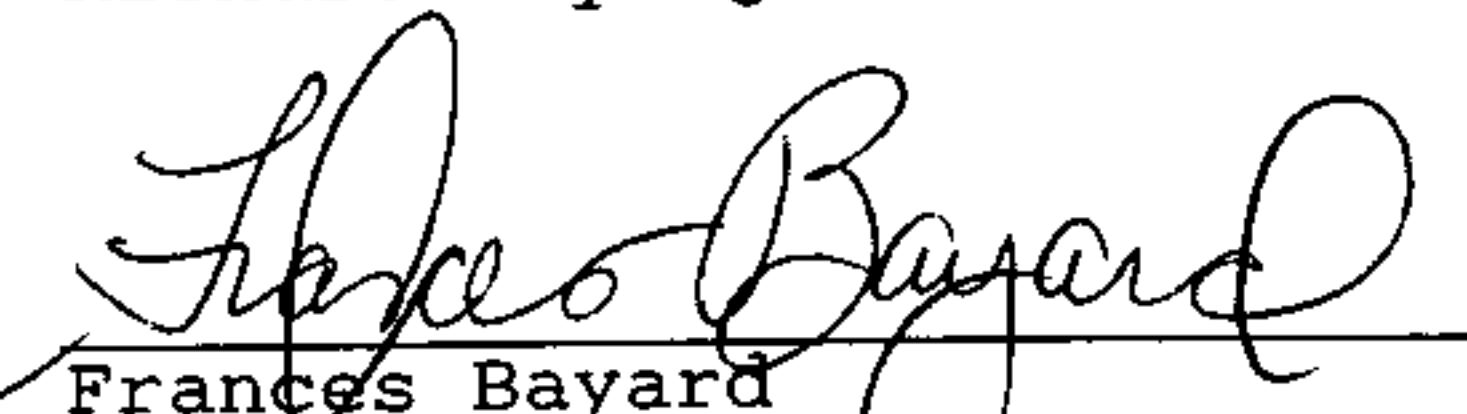
\_\_\_\_\_  
Witness Jason Messer, Assignor (SEAL)

\_\_\_\_\_  
Witness Michelle Messer, Assignor (SEAL)

  
Witness  (SEAL)  
Marjorie Yance, Assignee

The undersigned have read the foregoing Assignment and do hereby agree to make all payments due or to become due on the promissory note and lease sale contract described in the foregoing Assignment to Marjorie Yance at her address at 1239 Highway 39 Chelsea, Alabama 35043.

  
Witness  (SEAL)  
Richard Bayard

  
Witness  (SEAL)  
Frances Bayard

State of Alabama  
Chilton County

DISCLAIMER

Know all men by these present, that I, Robbie Messer, being an heir and next of kin of W. K. Messer who passed from this life intestate in Chilton County, Alabama on May 17, 1997, do hereby disclaim any right, title or interest in and to that promissory note executed by Richard Byard and wife, Frances Bayard, to Marjorie Yance in the original principal sum of \$66,500.00, a copy of which is attached hereto as Exhibit A.

I, the undersigned, hereby certify that I disclaim any right, title or interest in and to said promissory note and any property or instrument securing said note, specifically including, but not limited to that certain lease sales contract dated August 1, 1993 and recorded in the Probate Office of Shelby County, Alabama s Instrument No. 1993-29635.

Dated this 15 day of July, 1997.

Robbie Messer

State of Alabama  
Chilton County

I, the undersigned, hereby certify that Robbie Messer, whose name is signed to the foregoing instrument, and who is known to me, acknowledge before me on this day, that being informed of the contents of the same, it was executed voluntarily on the day the same bears date.

Given under my hand and seal this 15<sup>th</sup> day of July, 1997.

Sheila K. Morgan  
NOTARY PUBLIC

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