

STATE OF ALABAMA)
Shelby COUNTY)

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

Know all men by these presents, that the undersigned SouthTrust Bank of Alabama, NA (hereinafter, "Assignee"), acknowledges full payment of the indebtedness secured by that Transfer and Assignment of Note, Mortgage and Security Agreement executed by Michael A. Windham (hereinafter, "Assignor"), which said Transfer and Assignment was recorded in the Office of the Judge of Probate of Shelby County, Alabama at Instrument #1995-27732, conveying all of his right, title and interest in and to that certain Promissory Note dated as of September 28, 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, 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 2nd day of October, 1995, in the Office of the Judge of Probate of Shelby County, Alabama in Instrument #1995-27731 (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 attached Exhibit "A".

The undersigned does further hereby reassign said Transfer and Assignment of Note, Mortgage and Security Agreement and does hereby grant, bargain, sell, convey, assign and deliver unto Assignor all of their right, title and interest in the Note, Mortgage and Security Agreement.

This Reassignment of Transfer and Assignment of Note, Mortgage and Security Agreement is also given to correct and clarify that Full Satisfaction of Recorded Lien recorded in Instrument #1996-19160 by SouthTrust Bank of Alabama NA which inadvertently left off the Instrument #1995 of said Transfer and Assignment of Note, Mortgage and Security Agreement and appeared to satisfy the mortgage from Jerry McGaha and Leisa McGaha in favor of Michael A. Windham. This is to acknowledge that the mortgage is still in full force and effect.

09/30/1998-37999
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SHELBY COUNTY JUDGE OF PROBATE
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IN WITNESS WHEREOF, the undersigned, SouthTrust Bank of Alabama, NA has caused these presents to be executed this 4th day of August, 1998.

SOUTHTRUST BANK OF ALABAMA N.A.

By:

Alan R. [Signature]
Its: GROUP VICE PRESIDENT

Sworn to and subscribed before me this 5th day of August, 1998

Linda K. Childers
Notary Public

My Commission Expires: My Commission Expires December 12, 1999

ACKNOWLEDGED this _____ day of August, 1998:

Michael A. Windham
Michael A. Windham

Sworn to and subscribed before me this 5th day of August, 1998

Donna M. Allen
Notary Public

My Commission Expires: 6.27.00

Leisa McGaha
Leisa McGaha

Sworn to and subscribed before me this 5th day of August, 1998

William L. Richert
Notary Public

My Commission Expires: **NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: Sept. 19, 1999.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.**

EXHIBIT A

3. The Land is described as follows:

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 non-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 and Lot 1, USW Subdivision, as recorded in Map Book 14, page 8, in said Probate Office.

Inst # 1998-37999

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