

STATE OF ALABAMA)
SHELBY COUNTY)

**ASSIGNMENT OF PROMISSORY NOTE
AND RELATED LOAN DOCUMENTS**

THIS ASSIGNMENT OF PROMISSORY NOTE AND RELATED LOAN DOCUMENTS (this "Assignment") is made as of May 2, 2000, by **NATIONAL BANK OF COMMERCE OF BIRMINGHAM**, a national banking association (f/k/a St. Clair Federal Savings Bank, and hereinafter, the "Assignor"), to **UNITED STATES SMALL BUSINESS ADMINISTRATION** (the "Assignee").

Recitals

A. The Assignor previously made a loan to Wilson Oil Company, Inc., an Alabama corporation (the "Borrower"), in the original principal amount of \$425,000 (the "Loan"), which Loan is evidenced by that certain promissory note dated April 26, 1996 in said principal amount (the "Note").

B. The security documents described in Exhibit A attached hereto (the "Security Documents") were executed to secure the indebtedness of the Borrower to the Lender, including but not limited to the Loan.

C. Assignee desires to purchase from Assignor, and Assignor desires to sell to Assignee, the Loan, including the Note and the Security Documents.

Agreement

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Assignor in hand paid by Assignee at the time of the execution hereof, the receipt whereof is hereby acknowledged, Assignor does hereby grant, bargain, sell, convey and assign unto Assignee, its successors and assigns, all right, title and interest of Assignor in and to the Note and the Security Documents (collectively, the "Assigned Documents"), together with all right, title and interest of Assignor in and to all property described in said Assigned Documents, the indebtedness secured thereby, and all rights, powers and privileges conferred thereunder.

TO HAVE AND TO HOLD all and singular the indebtedness, documents, property and rights hereby granted and assigned unto Assignee, its successors and assigns forever.

Inst # 2000-18882

00574669.1


06/07/2000-18882
09:46 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 SNA 18.50

THIS ASSIGNMENT IS MADE WITHOUT RECOURSE AND WITHOUT REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED) OF ANY KIND, except that Assignor represents and warrants to Assignee as follows: (a) Assignor is the lawful owner and holder of the Note; (b) Assignor has the right, power and authority to sell, transfer and assign its interest under the Assigned Documents to Assignee; and (c) the collateral described in that certain Real Estate Mortgage and Security Agreement dated June 28, 1995 and described more particularly in Exhibit A hereto has not been released or terminated by Assignor.

To further evidence the Assignment herein made, the original Note has been endorsed to Assignee and delivered to Assignee by Assignor. Assignor agrees to execute such other documents as may be reasonably requested by Assignee to evidence or perfect the interests intended to be transferred hereby.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first written above.


**NATIONAL BANK OF COMMERCE OF
BIRMINGHAM**, a national banking association,
f/k/a St. Clair Federal Savings Bank

By: 
Robert B. Aland, its Executive Vice President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Robert B. Aland, whose name as Executive Vice President of National Bank of Commerce of Birmingham, a national banking association, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking association.

Given under my hand and official seal this the 12th day of May, 2000.


Notary Public

AFFIX SEAL

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan 24, 2004
BONDED TO THE NOTARY PUBLIC UNDERWRITERS

My commission expires: _____

This instrument prepared by:
Stephen W. Stallcup
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North
2400 AmSouth/Harbert Plaza
Birmingham, Alabama 35203-2618
(205) 254-1000

Exhibit A

(Security Documents)

- (1) Real Estate Mortgage and Security Agreement dated June 28, 1995 executed by the Borrower in favor of the Lender, filed for record on July 5, 1995 as Instrument # 1995-17509 in the Office of the Judge of Probate of Shelby County, Alabama, which mortgage encumbers that certain real property described in Exhibit B attached hereto and made a part hereof.
- (2) Accommodation Pledge Agreement dated December 31, 1996 executed by Raymond E. Wilson and pledging New England Mutual Life Insurance Company's life insurance policy number 08913704 in favor of the Lender.
- (3) Continuing Guaranty Agreement dated November 21, 1996 executed by Raymond K. Wilson in favor of the Lender,
- (4) Continuing Guaranty Agreement dated November 21, 1996 executed by Francis R. Wilson in favor of the Lender.
- (5) Continuing Guaranty dated April 26, 1996 executed by Raymond K. Wilson and Francis R. Wilson in favor of the Lender.
- (6) Mortgage Securing Guaranty dated November 26, 1996 executed by Raymond K. Wilson and Frances R. Wilson in favor of the Lender, filed for record on December 4, 1996 as Instrument # 1996-39827 in the Office of the Judge of Probate of Shelby County, Alabama.
- (7) Continuing Guaranty dated April 26, 1996 executed by Raymond E. Wilson in favor of the Lender.
- (8) Continuing Guaranty dated February 24, 1995 executed by Raymond K. Wilson and Francis R. Wilson in favor of the Lender.
- (9) Continuing Guaranty dated February 24, 1995 executed by Raymond E. Wilson in favor of the Lender.

Exhibit B

(Legal Description)

Lot 2, according to the survey of F E S addition to Alabaster Number Two, as recorded in Map Book 19, page 72, in the probate office of Shelby County, Alabama.

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DMS SNA 18.50**