

This instrument prepared by
GWEN L. WINDLE
1200 AmSouth / Herbert Plaza
1901 Sixth Avenue North
Birmingham, Alabama 35203

STATE OF ALABAMA)
COUNTIES OF SHELBY
AND GREENE)

ASSIGNMENT OF MORTGAGES

WHEREAS, on September 4, 1998, The Bank lent to Regional Sports Networks, L.L.C. (The "Borrower") \$2,500,000.00, pursuant to a promissory note of said date and amount and on October 14, 1998, The Bank lent an additional \$1,000,000.00 to the Borrower, pursuant to a promissory note of said date and amount (Together, the "Loans");

WHEREAS, to secure the payment of the indebtedness to The Bank, it received numerous items of collateral including a security interest in substantially all of the assets of the Borrower, together with assets of certain of the guarantors that were pledged as collateral for the loans to the Borrower, including, without limitation, that certain mortgage executed by Ted Taylor in favor of The Bank and recorded at Book 47, Page 248 in the records of the Judge of Probate of Greene County, Alabama and that certain mortgage executed by Edward K. Wood, Jr. and wife, Jo Carle Wood in favor of The Bank recorded at Instrument No. 1999-25894 in the in the records of the Judge of Probate of Shelby County, Alabama (together, the "Mortgages");

WHEREAS, the Loans matured and demand was made upon the Borrower and guarantors of the Loan for payment and certain of the guarantors made payment on the Loan;

WHEREAS, E. Tedford Taylor has demanded and accepted delivery of certain of the collateral documents on behalf of himself and all other guarantors;

WHEREAS, pursuant to the terms of the Guaranty executed by E. Tedford Taylor and Edward K. Wood, Jr., The Bank is allowed, at its discretion, to retain during any applicable preference period, its security interest in any property pledged by such guarantors as security for the Loans; and

WHEREAS, certain parties to the Loans may have a right of subrogation with respect to the Mortgages; and

WHEREAS, in order to allow such parties to exercise any rights such parties may have, The Bank has agreed, subject to its right to retain a security interest in the Mortgages during any applicable preference period, to assign its interest in the mortgages to E. Tedford Taylor as agent and representative of the guarantors and any other party who may have an interest in the Mortgages as a result of the transactions referenced herein.

FOR VALUE RECEIVED, subject to The Bank's right to retain its security interest or have it security interest reinstated as the case may be, during any applicable preference period, The Bank does hereby grant, bargain, sell, assign, transfer and convey to E. Tedford Taylor, as agent for the guarantors and any other party who may have an interest in the Mortgages (the "Assignee"), the Mortgages for the purpose of allowing the Assignee to exercise any rights such guarantors or other parties may have in the Mortgages.

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SHELBY COUNTY JUDGE OF PROBATE
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Inst # 2002-03629

This assignment is made without recourse to Assignor and without representation or warranty by Assignor, expressed or implied.

THE BANK

By: *John S. Meriwether, Jr.*
Its: Executive Vice President

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that John S. Meriwether, Jr., whose name as EVP of The Bank, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and seal, this 23rd day of October, 2001.

[NOTARIAL SEAL]

Deborah Rowe Peoples
Notary Public

My Commission Expires: July 30, 2005

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