

After Recording Mail to:  
Riggs Real Estate Investment Corporation  
C/O Riggs Bank N.A.  
5700 Rivertech Court  
Riverdale, MD 20737  
Attention: Vice President

40835227

ASSIGNMENT OF NOTE AND LIENS

RIGGS BANK N.A., a national banking association ("Assignor"), whose address for notice is 5700 Rivertech Court, Riverdale, MD 20737, Attention: Vice President, (formerly known as The Riggs National Bank of Washington, D.C. name change as a result of consolidation and successor in interest by merger to The Riggs National Bank of Maryland and The Riggs National Bank of Virginia) for and in consideration of good and valuable consideration to Assignor in hand paid by RIGGS REAL ESTATE INVESTMENT CORPORATION, a Virginia corporation ("Assignee"), whose address for notice is 6805 Old Dominion Drive, McLean, Virginia 22101, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, TRANSFERRED and ASSIGNED, and does by these presents GRANT, TRANSFER and ASSIGN, unto Assignee, without recourse or warranty except as referred to herein, all right, title and interest of Assignor in and to the following:

1. Promissory Note (the "Note") date **September 24, 1993**, in the original principal amount of **\$256,000.00 Two Hundred Fifty Six Thousand and 00/100** the order of Assignor and executed by **Michael S Vaughn and Sandra J. Vaughn** (together, if more than one, "Borrower"), as it may have been amended, restated, extended or otherwise modified from time to time and the indebtedness described therein;

2. that certain Mortgage or Deed of Trust executed by Borrower in favor of Assignor, filed for record on October 4, 1993, Document No. 93 30470, in the official land records of Shelby County, Alabama, which secures the Note and the indebtedness described in the Note, and all liens and security interests created thereunder, and all right, title and interest of Assignor, if any, in and to the property described therein, the indebtedness secured thereby, and all rights, powers, and privileges conferred thereby, which Mortgage/Deed of Trust encumbers the property described in Exhibit A hereto and made a part hereof, as the Mortgage/Deed of Trust may have been amended, restated, extended, or otherwise modified from time to time; and

3. any and all other documents or instruments evidencing or securing the Note and all other documents and instruments executed and/or delivered in connection with the Note or Mortgage/Deed of Trust or both (the Note, the Mortgage/Deed of Trust and all of the said documents and instruments collectively hereinafter referred to as the "Loan Documents").

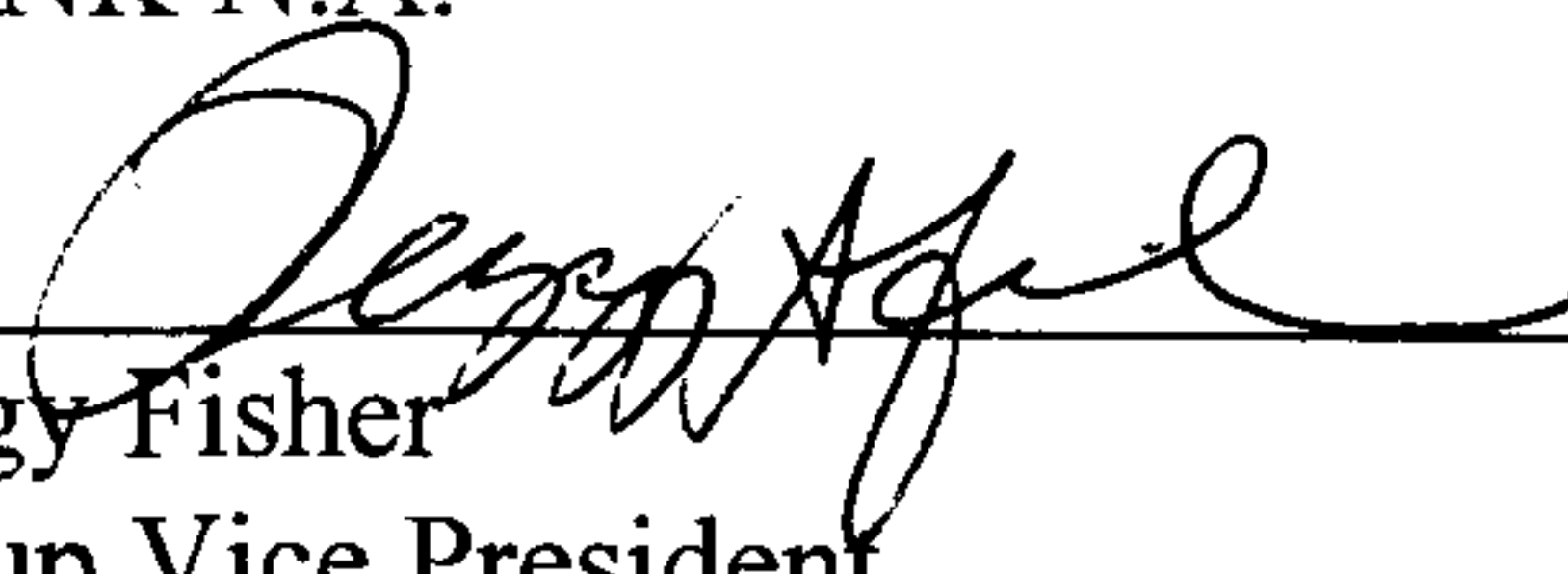
TO HAVE AND TO HOLD the Loan Documents, together and along with all rights, titles, interests, liens, security interests, privileges, claims, demands, and equities now or hereafter had by Assignor in connection therewith or as security therefor, unto the Assignee, its successors and assigns, forever, without recourse or warranty except as referred to herein.

Assignor hereby expressly represents, warrants, confirms and incorporates herein all representations and warranties contained in that certain Master Assignment of Mortgage Loans (the "Agreement") dated to be effective as of the close of business on April 16, 1999, by and between Assignor and Assignee as if fully set out herein, it being expressly understood and agreed that such delivery of this Assignment of Note and Liens, and shall not merge herewith.

EXECUTED as of the 10th day of January, 2002.

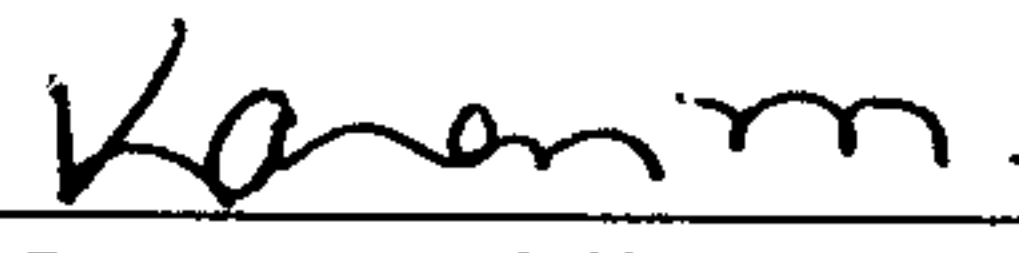
ASSIGNOR:

RIGGS BANK N.A.

By:  [Seal]  
Name: Peggy Fisher  
Title: Group Vice President

State of Maryland )  
COUNTY OF Prince Georges)

This instrument was acknowledged before me on January 10, 2002 by Peggy Fisher a Group Vice President of RIGGS BANK N.A., a national banking association, on behalf of said association.  
[Seal]

  
Notary Public

My Commission expires: January 1, 2005

## EXHIBIT A TO ASSIGNMENT OF NOTE AND LIENS

The property which is encumbered by the Mortgage/Deed of Trust is described as follows:

LOT 10, ACCORDING TO THE SURVEY OF HEATHERWOOD, 4<sup>TH</sup>  
SECTOR – 2<sup>ND</sup> ADDITION, AS RECORDED IN MAP BOOK 12, PAGE 80, IN  
THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. MINERALS  
AND MINING RIGHTS EXCEPTED.