

STATE OF ALABAMA)
SHELBY COUNTY)

This instrument was prepared by:

Robert R. Sexton
MAYNARD, COOPER & GALE, P.C.
1901 Sixth Avenue North
2400 AmSouth/Harbert Plaza
Birmingham, Alabama 35203-2618
(205) 254-1000

ASSIGNMENT OF SECOND MORTGAGE ON REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS that **THOMAS CURTIN** (the "Assignor"), in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration received from or on behalf of **MOBLEY DEVELOPMENT, INC.**, an Alabama corporation (the "Assignee"), the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey, assign, transfer and set over unto the said Assignee that certain Second Mortgage on Real Estate, dated January 1, 1999 (the "Mortgage"), executed by Thomas J. Thornton and Patrick A. Thornton (collectively, the "Mortgagor"), in favor of Assignor, and Dave Wood, James Flanagan, Robert Eichelberger and William Long (collectively, the "Original Mortgagees") and recorded in the Probate Office of Shelby County, Alabama (the "Probate Office") as Instrument number 1999-10135, encumbering the parcel of land, situated and being in said county and state, more particularly described on Exhibit "A" attached thereto, less and except such land having been heretofore released from the lien of the Mortgage pursuant to partial releases, more particularly described on Exhibit "A-1" attached hereto.

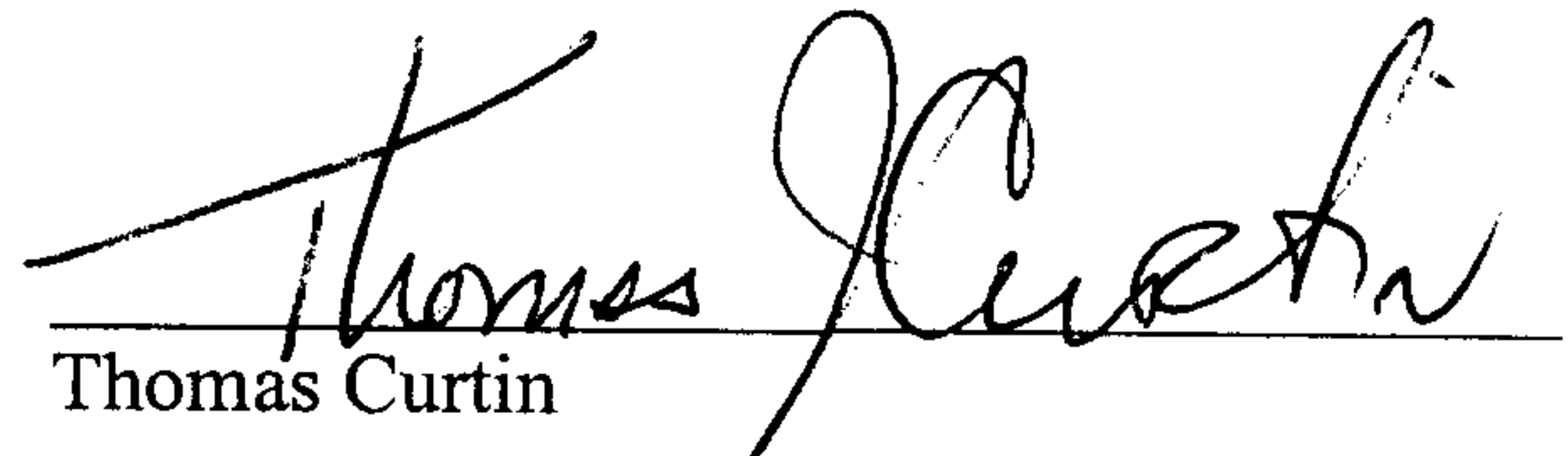
This Assignment is made subject to that certain [Settlement Agreement and Release] (the "Mobley Settlement Agreement") dated of even date herewith executed by and between Assignor and Assignee, wherein, among other things, Assignor has retained the right to pursue the Arbitration Judgment (as defined in the Mortgage) against the Mortgagor. The terms of the Mobley Settlement Agreement are incorporated herein by reference thereto as if fully set out herein. Assignee agrees (i) not to further assign, convey or pledge the Mortgage and any such attempt to assign, convey or pledge the Mortgage shall be null and void, *ab initio* and (ii) to immediately satisfy the Mortgage when demanded to do so under the terms of the Mobley Settlement Agreement. Failure to immediately satisfy the Mortgage when required to do so under the Mobley Settlement Agreement shall give rise to, among other claims, a claim for specific performance to satisfy the Mortgage, along with reimbursement for attorneys' fees and expenses of Assignor incurred in such action.

The Assignor represents and warrants to the Assignee that Assignor is the sole holder of the Mortgage by virtue of an Assignment of Mortgage executed by the Original Mortgagees (other than

Assignor) to Assignor, dated _____, 2002, recorded in the Probate Office as Instrument number _____. Assignor makes no other representations or warranties with respect to the Mortgage, Assignee agreeing to accept the Mortgage by this Assignment, as-is, where-is, with all faults and subject to any and all claims that may be made by the Mortgagor, or either of them. Assignee agrees to hold Assignor harmless from any claim of Mortgagor, or either of them, arising from the assignment of the Mortgage hereunder.

TO HAVE AND TO HOLD the same unto the Assignee and its successors and assigns forever.

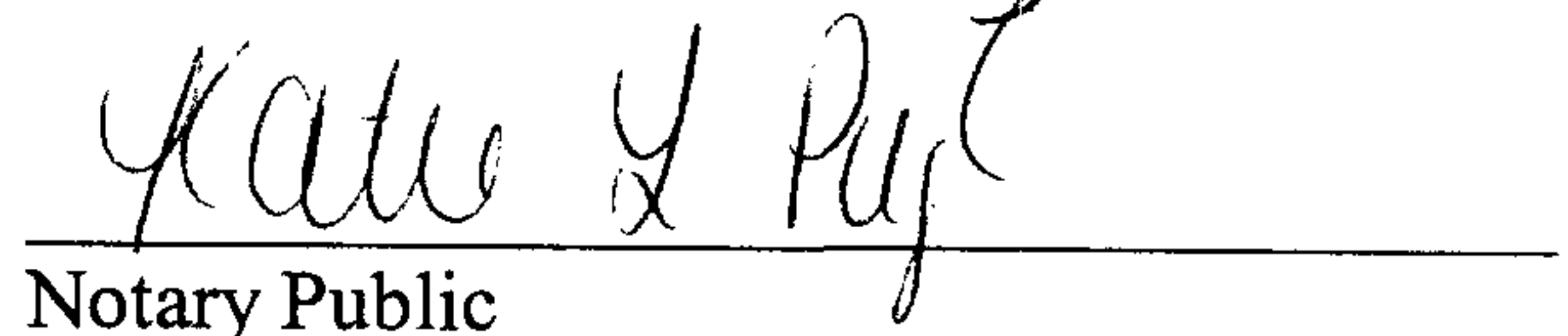
IN WITNESS WHEREOF, the Assignor has executed this instrument as of the 31st day of January, 2003.


Thomas Curtin

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Thomas Curtin, whose name 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/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 31st day of January, 2003.


Notary Public

AFFIX SEAL

My commission expires: 6/25/06

Accepted by Assignee pursuant to and under the terms hereof, this 5th day of Feb, 2003:

{00854313.1}

Mobley Development, Inc.

By: J. Steven Mobley
Its: 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 J. Steven Mobley, whose name as President of Mobley Development, Inc., an Alabama corporation, 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 corporation.

Given under my hand and official seal this the 5 day of Feb, 2003.

Kenneth N. Walker
Notary Public

AFFIX SEAL

My commission expires: 4/26/05

NOTARY PUBLIC STATE OF ALABAMA
MY COMMISSION EXPIRES: Apr 26, 2005
BONDED FROM NOTARY PUBLIC UNDERWRITERS

Exhibit AA-1@

List of Mortgage Releases