

When Recorded Return/Mail To:  
Micah Mortgage Services, Inc.  
Attn: Teresa Jones  
1414 W. Randol Mill Rd., Suite 121  
Arlington, TX 76012

This instrument was prepared by  
~~And return to after recording:~~  
Maureen Babcock, Paralegal  
Capital Crossing Bank  
101 Summer Street  
Boston, Massachusetts 02110  
Loan No.: 3825394005

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*Space Above for Recorder's Use Only*

ASSIGNMENT OF MORTGAGE AND/OR LOAN DOCUMENTS

STATE OF ALABAMA)

:

COUNTY OF SHELBY)

This Assignment of Mortgage and/or Loan Documents (the "Assignment") is made as of the 21st day of October, 2003 by Transamerica Small Business Capital, Inc. formerly known as Transamerica Small Business Services, Inc. having an address at Suite 604, 220 North Main Street, Greenville, SC 29601 (the "Assignor") in favor of Capital Crossing Bank, a Massachusetts trust company, with its principal place of business located at 101 Summer Street, Boston, Massachusetts 02110 (the "Assignee").

In consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, bargains, sells, conveys, assigns, transfers, and sets over unto Assignee, all of its right, title, and interest in and to a certain Mortgage, executed by – Joseph T. Kassouf and Tonya L. Kassouf dated 08/27/2000, recorded under Instrument Number 20030815000538980, in the County of Shelby, State of Alabama, as the aforesaid Mortgage may have been amended, together with all indebtedness secured thereby and all notes and any and all other loan documents and agreements evidencing the indebtedness secured by the Mortgage including, without limitation, all liens, security interests, and guarantees (individually and collectively, the "Loan Documents"). The Mortgage and other Loan Documents shall include, without limitation, all modifications, restructurings, extensions, consolidations, replacements, renovations, and amendments thereof.

This Assignment is made without recourse and without any representations or warranties of any kind, except for any representation or warranty specifically set forth in that certain Loan Sale Agreement (the "Agreement") dated as of July 1, 2003 between the Assignor and the Assignee.

IN WITNESS WHEREOF, the said Assignor has duly executed this Assignment as a sealed instrument as of the date set forth above.

Witnesses

Linda T. Bowie  
Linda T. Bowie  
Sharon G. Anderson  
Sharon G. Anderson

By: Timothy G. Sparrow  
Name: Timothy G. Sparrow  
Title: Authorized Agent

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

On the 21st day of October in the year 2003 before me, the undersigned, personally appeared Timothy G. Sparrow, as aforesaid, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of Greenville, Greenville County, South Carolina.

Jason Michael Berry  
Jason Michael Berry  
Notary Public  
My Commission Expires: 11/1/2012

EXHIBIT "A"

LOT 3804, ACCORDING TO THE SURVEY OF BIRKSHIRE 38<sup>TH</sup> ADDITION TO  
RIVERCHASE, AS RECORDED IN MAP BOOK 22, PAGE 140, IN THE OFFICE OF THE  
JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.