



STATE OF ALABAMA     )  
SHELBY COUNTY         )

### ASSIGNMENT OF NOTE AND MORTGAGE

NOW COMES, I-65 Investment Properties, an Alabama general partnership, (hereinafter referred to as "Assignor") and does hereby assign all its right, title, and interest in and to that certain Note and Mortgage executed on the first day of June, 2004 from The Church at Shelby Crossings, an Alabama non-profit corporation, as follows: an undivided one-half (1/2) interest unto James E. Roberts, an undivided one-fourth (1/4) interest unto Hilda T. Riley, and an undivided one-fourth (1/4) interest unto Jack C. Riley (hereinafter referred to as "Assignees"). This assignment is made on the terms and conditions set out hereafter:

1. Assignor assigns and transfers such note and mortgage to Assignees for and in consideration of \$435,600.00.
2. Assignor warrants it has the legal right to assign this mortgage.
3. Assignor agrees to cooperate with Assignees and execute such other documents as may be necessary to transfer and assign the mortgage unto James E. Roberts, Hilda T. Riley, and Jack C. Riley. A copy of the note and mortgage being assigned hereunder is attached hereto as Exhibit A.

I-65 Investment Properties, an Alabama  
general partnership, by its

Managing partner, James E. Roberts

General partner, Clayton I-65 Investments,  
LLC, by its manager, Larry Clayton

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Before me, the undersigned notary public, in and for said county, in said state, personally appeared James E. Roberts and Clayton I-65 Investments, LLC by its manager, Larry Clayton, as partners of I-65 Investment Properties, an Alabama general partnership, who being first duly sworn, makes oath that they have read the foregoing instrument and knows the contents thereof, and that they are informed and believe, and upon such information and belief, avers that the facts contained therein are true and correct.

Subscribed and sworn to before me this the 28<sup>th</sup> day of June, 2004.

Notary Public

[SEAL]

My commission expires:

## EXHIBIT A

A parcel of land located in the West half of Section 32, Township 21 South, Range 2 West, City of Calera, Shelby County, Alabama, being bounded on the East by the West right of way line of George Roy Parkway, and on the West by Shelby County Road No. 12. Being more particularly described as follows:

Commence at the Northeast Corner of Lot 1B of Millennium Park as recorded in Map Book 27, Page 125 in the Probate Office of Shelby County, Alabama; thence run Southerly along the East line of Lot 1B, a distance of 185.00 feet to the Southeast corner of Lot 1B, being along the West right of way line of George Roy Parkway; thence continue Southeasterly along said right of way line 677.65 feet to the point of beginning; thence continue Southeasterly along said right of way line 389.23 feet; thence right 90 degrees, 00 minutes, 00 seconds Southwesterly 1094.90 feet; thence right 34 degrees, 29 minutes, 17 seconds Westerly 145.59 feet to a concrete monument found on the Easterly right of way line of Shelby County Road No. 12; thence right 90 degrees, 00 minutes, 00 seconds Northerly along said right of way line 372.21; thence right 55 degrees, 30 minutes, 43 seconds Northeasterly a distance of 1004.14 feet to the point of beginning.