

**ASSIGNMENT AND AMENDMENT OF LOAN DOCUMENTS**

KNOW ALL MEN BY THESE PRESENTS:

THE UNDERSIGNED (referred to as the "Assignor"), for valuable and sufficient consideration to it paid by FRANK K. BYNUM ("Assignee"), the receipt of which is hereby acknowledged, does hereby assign, transfer, and set over unto Assignee, his heirs, successors and assigns, the Loan Documents described hereinbelow. As used herein, the following terms shall have the following meanings:

1. **"Borrower"** shall refer collectively to Goudy Construction, an Alabama general partnership.
2. **"Note"** shall refer collectively to that certain Promissory Note dated November 26, 2002, in the amount of \$256,000.00 executed by the Borrower in favor of Assignor, and secured by the Indenture.
3. **"Indenture"** shall refer to that certain Mortgage and Security Agreement dated November 26, 2002, executed by Borrower in favor of Assignor securing the Note, and recorded as Instrument #200212030000601850, PG 1/17, the Probate Office of Shelby County, Alabama. The Indenture was modified by various documents (which *inter alia* provided for cross-collateralization and cross default with other loan documents), but only the Indenture is assigned herewith, and Assignee shall have no right, title or interest in any collateral or loan documents connected with any such modifications.
5. **"Loan Documents"** shall refer to the Note, Indenture, and any assignments of rents, security agreements, UCC financing statements, and other documents and security interests which further secure the Note.

The Loan Documents are amended as follows: the face amount of the Note is changed to \$225,000.00 (the balance of which Note is consolidated with other indebtedness held by Assignor); and the Note is made non-recourse, such that no Borrower or guarantor shall have personal or recourse liability under such debt.

Assignor covenants with and warrants to Assignee that Assignor is the lawful owner and holder of the indebtedness evidenced by the Note described above.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed under seal by its duly authorized officer as of the 5<sup>th</sup> day of August, 2004.

**"ASSIGNOR:"**

ALAMERICA BANK

By: [Signature] [SEAL]

Name: MATT ROCKETT

Its: VICE PRESIDENT

**Consent to Assignment:**

GOUDY CONSTRUCTION  
an Alabama general partnership

[Signature] [SEAL]  
Patricia G. Sigers, General Partner

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Matt Rockett, as Vice President of Alamerica 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 said instrument, he executed the same voluntarily as said officer of said banking institution on the day the same bears date. Given under my hand and official seal this 5th day of August, 2004.

Pamela J. Baker  
Notary Public

My Commission Expires **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**  
**MY COMMISSION EXPIRES: JULY 25, 2008**

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Patricia G. Sigers, as General Partner of Goudy Construction, an Alabama general partnership, 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, she executed the same voluntarily as said officer of said partnership on the day the same bears date. Given under my hand and official seal this 5th day of Aug., 2004.

Pamela J. Baker  
Notary Public

My Commission Expires **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**  
**MY COMMISSION EXPIRES: JULY 25, 2008**