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Shelby Cnty Judge of Probate, AL
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PREPARED BY AND AFTER
RECORDING RETURN TO:

Janine L. Smith
Burr & Forman, LLP
420 North 20th Street
3100 SouthTrust Tower
Birmingham, Alabama 35203

STATE OF ALABAMA)

COUNTY OF SHELBY)

**ASSIGNMENT OF:
(1) FUTURE ADVANCE FEE AND LEASEHOLD
MORTGAGE AND SECURITY AGREEMENT, (2) AMENDED AND RESTATED
FUTURE ADVANCE FEE AND LEASEHOLD MORTGAGE AND SECURITY
AGREEMENT, and (3) SECURITY AGREEMENT**

FOR VALUE RECEIVED, the undersigned, MELLON BANK, N.A. ("Mellon Bank"), AS AGENT FOR ITSELF AND BANK ONE, N.A. (AS SUCCESSOR TO THE FIRST NATIONAL BANK OF CHICAGO) ("Bank One" and together with Mellon Bank the "Banks" or "Assignor"), hereby assign, transfer, set over and otherwise convey, WITHOUT RECOURSE, WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED OR BY OPERATION OF LAW OF ANY KIND OR NATURE WHATSOEVER to TACOA MINERALS, LLC (the "Assignee"), all right, title and interest of Assignor in, to and under that certain (i) Future Advance Fee and Leasehold Mortgage and Security Agreement (the "Mortgage") made by the Whitt Group of West Virginia, Inc., a West Virginia corporation ("Mortgagor") in favor of Mellon Bank, as agent for itself and Bank One ("Agent") and executed on March 22, 2000 and recorded in the Probate Office of Shelby County, Alabama (the "Recording Office"), on April 28, 2000 as Instrument Number 2000-13915, (ii) Amended and Restated Future Advance Fee and Leasehold Mortgage and Security Agreement (the "Amended Mortgage") made by the

Mortgagor in favor of Agent and executed on April 24, 2000 and recorded in the Recording Office on April 28, 2000 as Instrument Number 2000-13916, and (iii) Security Agreement dated April 24, 2000 made by The Whitt Group of West Virginia, Inc., a West Virginia corporation and New Century Mining, Inc., a West Virginia corporation in favor of the Banks;

TOGETHER WITH (i) all rights accrued or to accrue under the Mortgage, Amended Mortgage and Security Agreement; (ii) all of Assignor's right, title and interest in, to, and under any and all UCC-1 Financing Statements filed with the Recording Office and/or West Virginia Secretary of State's Office in respect of the Mortgage, Amended Mortgage and/or Security Agreement; and (iii) all sums and other obligations described in the Mortgage, Amended Mortgage and Security Agreement in the promissory note(s) referred to therein.

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

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IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed by
its duly authorized Agent this 29th day of April 2005.

ASSIGNOR:

**MELLON BANK, N.A., as agent for itself
and Bank One, N.A. (as successor to The
First National Bank of Chicago)**

By: Gary C. Saul
Its First Vice President

NOTARY ACKNOWLEDGMENT

STATE OF PENNSYLVANIA)

COUNTY OF ALLEGHENY)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Gary Saul, whose name as First Vice-President of MELLON BANK, N.A., as agent for itself and BANK ONE, N.A. ("Agent") 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 an officer, and with full authority executed the same voluntarily for and as the act of the Banks.

Given under my hand and official seal this 29th day of April, 2005.

Diane M. Wagner
NOTARY PUBLIC

My Commission Expires: March 5, 2009

[SEAL]

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Diane M. Wagner, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Mar. 5, 2009
Member, Pennsylvania Association of Notaries