

STATE OF ALABAMA       )  
COUNTY OF SHELBY     )

This instrument prepared by:  
Jefferson K. B. Stancill  
Balch & Bingham, LLP  
1901 Sixth Avenue North, Suite 1500  
Birmingham, Alabama 35203

**ASSIGNMENT OF MORTGAGES**  
(Shelby County, Alabama)

THIS ASSIGNMENT OF MORTGAGES (the "Assignment") is entered into as of August 15, 2008, by and between **ALABAMA TRUST BANK, N.A.**, a national banking association, ("Assignor") and **RED MOUNTAIN BANK, N.A.**, a national banking association ("Assignee"). Capitalized terms not defined herein shall have the meanings ascribed in that certain Purchase and Assumption Agreement by and between the Assignor and the Assignee, dated as of June 30, 2008 (the "Purchase Agreement").

**Recitals**

WHEREAS, Assignor and Assignee are parties to the Purchase Agreement, pursuant to which Assignor has agreed to sell and assign to Assignee and Assignee has agreed to purchase and assume from Assignor the Loans (as such term is defined in the Purchase Agreement);

WHEREAS, certain of the Loans are secured by various mortgages, assignments of the same, and other documents (collectively, together with any modifications and amendments of same, the "Mortgages"), which are recorded in the State of Alabama and more particularly described on Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, Assignor desires to grant, bargain, sell, convey, and assign to Assignee the Mortgages and all of Assignor's right, title, and interest in and to the real property and other property or collateral described in the Mortgages.

**Agreement**

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid and delivered by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor has granted, bargained, sold, conveyed, and assigned, and by these presents does hereby grant, bargain, sell, convey, and assign unto Assignee the Mortgages, together with the debt secured thereby including without limitation any notes, instruments, or other documents evidencing such indebtedness and all of the right, title, and interest of Assignor in and to the real property conveyed thereby, and all of the rights, powers, privileges, and options of Assignor thereunder.

2. Purchase Agreement. Notwithstanding anything to the contrary contained herein, the terms of this Assignment are subject to the representations, warranties, indemnities, provisions, terms, conditions, and limitations set forth in the Purchase Agreement, all of which shall survive the execution of this Assignment. In the event of any conflict or inconsistency



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Shelby Cnty Judge of Probate, AL  
08/18/2008 08:05:45AM FILED/CERT

between the terms of this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall govern.

3. Counterparts. This Assignment may be executed simultaneously and in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

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

[Signature pages follow.]

IN WITNESS WHEREOF, each of the Assignor and the Assignee has executed this Assignment as of the date and time first set forth above.

ALABAMA TRUST BANK, N.A.

By: *Harold A. Dickson*  
Its: President

STATE OF ALABAMA )

COUNTY OF Talladega )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that HAROLD A. DICKSON, whose name as President of Alabama Trust Bank, N.A., a national banking association, 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 national association.

Given under my hand and official seal this the 14<sup>th</sup> day of August, 2008.

*Danna D. Strickland*  
Notary Public

[NOTARIAL SEAL]

My Commission Expires: 11/12/2009





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Shelby Cnty Judge of Probate, AL  
08/18/2008 08:05:45AM FILED/CERT

IN WITNESS WHEREOF, each of the Assignor and the Assignee has executed this Assignment as of the date and time first set forth above.

RED MOUNTAIN BANK, N.A.



By: MICHAEL R. WASHBURN

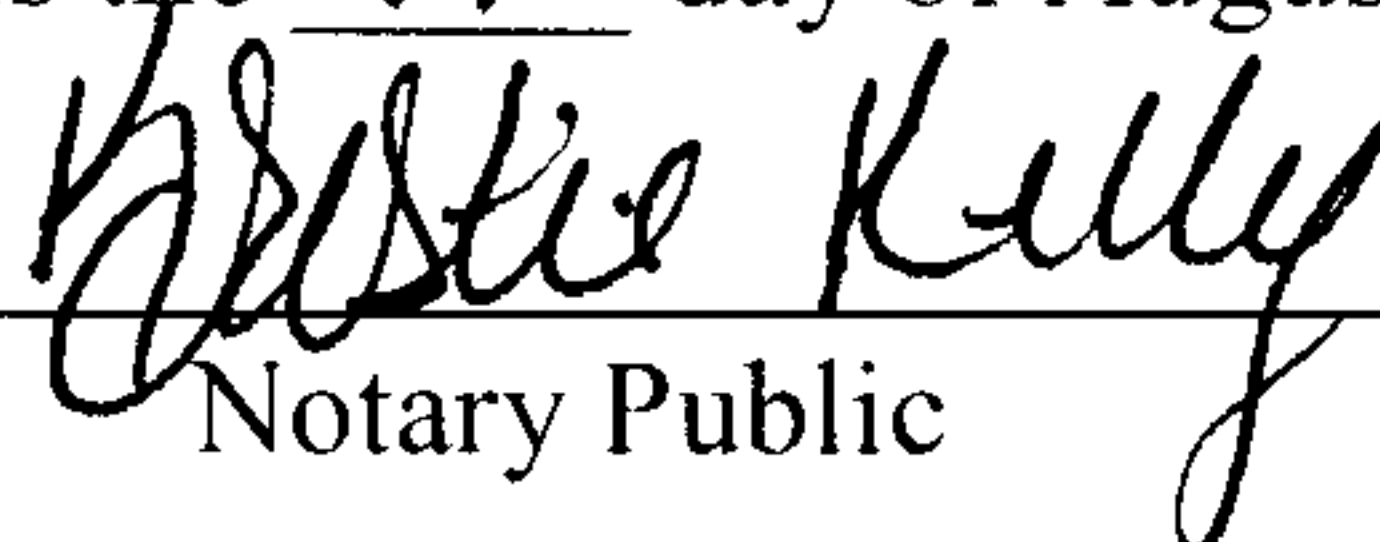
Its: PRESIDENT/CEO

STATE OF ALABAMA )

COUNTY OF Shelby )

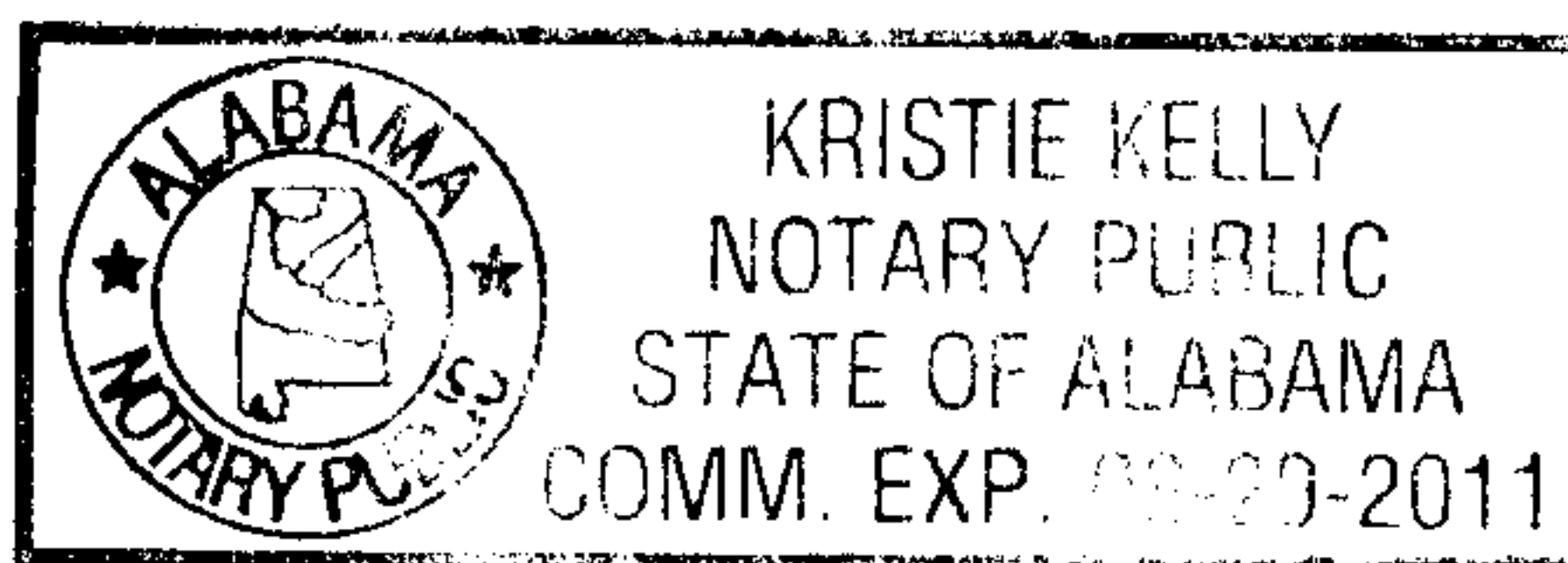
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Michael Washburn, whose name as President/CEO of Red Mountain Bank, N.A., a national banking association, is signed to the foregoing instrument and who is known to me, acknowledged before me on this 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 national association.

Given under my hand and official seal this the 14<sup>th</sup> day of August, 2008.

  
Notary Public

[NOTARIAL SEAL]

My Commission Expires: 8/29/2011





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Shelby Cnty Judge of Probate, AL  
08/18/2008 08:05:45AM FILED/CERT

**EXHIBIT A**

List of Mortgages

[attached]



20080818000330410 6/7 \$54.00  
Shelby Cnty Judge of Probate, AL  
08/18/2008 08:05:45AM FILED/CERT

Borrower	Original Indebtedness	Prior Recording Information
Authentic Building Company, LLC	131,200.00	20070920000441230 9/20/2007
Authentic Building Company, LLC	131,200.00	20070920000441250 9/20/2007
Authentic Building Company, LLC	956,500.00	20070920000441220 9/20/2007
Burch, Clem D	442,000.00	20070907000422870 9/7/2007
Burch, Clem D	25,500.00	20080424000167790 4/24/2008
Don Martin Construction Co., Inc.	192,000.00	20080429000173310 4/29/2008
Don Martin Construction Co., Inc.	192,000.00	20080429000173290 4/29/2008
Ellis H. Till, III and Cynthia T. Church as successor Trustees of the Ellis H. Till, Jr. Revocable Trust dated July 9, 1991	651,533.65	20071018000484220 10/18/2007
Ellis H. Till, III and Cynthia T. Church as successor Trustees of the Ellis H. Till, Jr. Revocable Trust dated July 9, 1991	256,554.55	20070920000441150 9/20/2007
	293,445.45	20071120000532370 11/20/2007
Ellis H. Till, III and Cynthia T. Church as successor Trustees of the Ellis H. Till, Jr. Revocable Trust dated July 9, 1991	417,188.27	20080624000257190 6/24/2008
Grant, Robert S.	216,750.00	20080528000216940 5/28/2008
Grant, Robert S.	11,000.00	20080530000220060 5/30/2008
James R. Powers Properties, LLC	137,080.00	20080611000239090 6/11/2008
Land South Contractors, Inc.	675,000.00	20071205000551340 12/5/2007
Meadow Brook Place, LLC	313,500.00	20080711000281800 7/11/2008
Newcastle Construction, Inc.	93,600.00	20080205000046240 2/5/2008
Newcastle Construction, Inc.	92,800.00	20080205000046250 2/5/2008
Newcastle Construction, Inc.	92,800.00	20080205000046260 2/5/2008
Newcastle Construction, Inc.	92,800.00	20080205000046220 2/5/2008
Newcastle Construction, Inc.	92,800.00	20080205000046230 2/5/2008
Newcastle Construction, Inc.	96,000.00	20080205000046270 2/5/2008
Robert S. Grant Const., Inc.	128,900.00	20080211000055860 2/11/2008



20080818000330410 7/7 \$54.00  
Shelby Cnty Judge of Probate, AL  
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Robert S. Grant Const., Inc.	139,900.00	20080211000055850 2/11/2008
Structures, Inc.	120,000.00	20070803000364060 8/3/2007
Structures, Inc.	124,000.00	20080423000165440 4/23/2008
Unfinished Building, LLC	1,120,000.00	20080507000187740 5/7/2008