

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

**ASSIGNMENT OF STATUTORY RIGHT OF
REDEMPTION FROM FORECLOSURE
(OLD IVY)**

RECITALS

WHEREAS, on or about November 7, 2005, Clark-Edwards, LLC ("Clark-Edwards") executed and delivered to Compass Bank ("Compass") a promissory note in the principal amount of \$6,209,247.00 (the "Note"). The Note subsequently was assumed by Edwards Specialties, Inc. ("Edwards Specialties").

WHEREAS, on or about December 18, 2007, Edwards Specialties executed and delivered to Compass a promissory note in the principal amount of \$306,072.17 renewing the Note (the "Renewal Note" and together with the Note, the "Notes").

WHEREAS, in order to secure payment of the Notes, Clark-Edwards executed and delivered to Compass a Mortgage on or about November 7, 2005 (the "Mortgage").

WHEREAS, as additional security for payment of the Note Alden R. Edwards (the "Guarantor") executed and delivered to Compass a Guaranty (the "Guaranty") pursuant to which the Guarantor, among other things, guaranteed payment of the Notes to Compass.

WHEREAS, Compass properly recorded the Mortgage in the Office of the Judge of Probate Court of Shelby County, Alabama on November 14, 2005 as Instrument No. 20051114000593750.

WHEREAS, pursuant to the Mortgage, Clark-Edwards granted to Compass a first priority security interest in real property described as follows:

TRACT TWO:

Lots 145, 146, 156, 157, 158, 159, 162, 163, 165, 166, 168, 169, 172, 173, 178, 179 and 193, all according to the map or plat of survey of the Amended Map of Old Ivy Subdivision, Phase 1, being a resurvey of portions of Lots 22-32, Tract Fifty One Subdivision, Parcel "B", as recorded in Map Book 11, Page 26, as said Amended Map is recorded in Document No. 20051026000557920 and Map Book 36, Page 5-A and Page 5-B, in the Office of the Judge of Probate of Shelby County, Alabama.

Lots 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 134, 135, 136, 137, 139, 140, 141 and 144, all according to the map or plat of survey of Old Ivy Subdivision, Phase 2, being a resurvey of portions of Lots 22-32, Tract Fifty One Subdivision, Parcel "B", recorded in Document No. 20051027000561200 and Map Book 36, Page 6-A and Page 6-

B, in the Office of the Judge of Probate of Shelby County,
Alabama.

(the "Property").

WHEREAS, on August 22, 2008, Compass properly conducted a foreclosure sale (the "Foreclosure") of the Property on the front steps of the Shelby County, Alabama Courthouse at which sale Compass purchased the Property by credit bid.

AGREEMENT

1. In consideration of One Dollar (\$1.00) and other good and valuable consideration, in hand paid to the Borrower, the Guarantor, Elizabeth C. Edwards, Alden R. Edwards, Jr., Carter H. Edwards and Owen W. Edwards (collectively, the "Assignors") by Compass, the Assignors, jointly and severally, hereby grant, bargain, sell, assign, transfer, and set over to Compass all of the Assignors' rights of redemption from foreclosure from the Mortgage together with all other right, title and interest of the Assignors in and to the Property.

2. The Assignors represent and warrant to Compass that neither the Assignors nor anyone acting on the Assignors' behalf have assigned or in any manner transferred or conveyed the rights that are assigned by the Assignors to Compass hereby.

3. Compass hereby releases the Assignors, jointly and severally, from all demands, obligations, debts, claims, causes of action and liabilities for any deficiency balance that may remain outstanding under the Notes and/or the Guaranty after the Foreclosure Sale.

4. As consideration for the covenants and upon the full and complete performance by Compass of its obligations to the Assignors as set forth in this Agreement, the Assignors, jointly and severally, for themselves and their servants, employees, agents, members, shareholders, officers, directors, insurers, attorneys, representatives, heirs, and the successors and assigns of any of them hereby release Compass and its servants, employees, agents, officers, directors, shareholders, insurers, attorneys, representatives, and the successors and assigns of any of them from all demands, obligations, debts, claims, causes of action and liabilities related to or arising out of the Notes, the Mortgage, the Guaranty, the Property and/or the Foreclosure Sale whether now existing or hereafter accruing.

Dated: August __, 2008.

SIGNATURES FOLLOW ON THE NEXT SEVEN (7) PAGES

EDWARDS SPECIALTIES, INC.

By: [Signature]

Its: PRESIDENT

STATE OF ALABAMA)
)
Madison COUNTY)

I, the undersigned notary public in and for said county in said state, hereby certify that Alden Edwards, whose name as President for Edwards Specialties, Inc. 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 the instrument, she/he, as such President and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand this the 25 day of August, 2008.

Notary Public: Marsha Becker

My commission expires: 5/3/12

[NOTARY SEAL]

[Faint Notary Seal]



20080923000375870 4/9 \$37.00
Shelby Cnty Judge of Probate, AL
09/23/2008 10:19:13AM FILED/CERT

A R Edwards
Alden R. Edwards

STATE OF ALABAMA)
COUNTY OF Madison)

I, Marsha Becker, a notary public in and for said county and state, hereby certify that Alden R. Edwards, whose name 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 the instrument, he executed the same voluntarily.

Given under my hand this the 25 day of August, 2008.

[NOTARIAL SEAL]

Marsha Becker
Notary Public
Print Name: Marsha Becker
My commission expires: 3/3/12

NOTARY PUBLIC
MY COMMISSION EXPIRES
3/3/12

Elizabeth C. Edwards
Elizabeth C. Edwards

STATE OF ALABAMA)
COUNTY OF Madison)

I, Marsha Becker, a notary public in and for said county and state, hereby certify that Elizabeth C. Edwards, whose name 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 the instrument, she executed the same voluntarily.

Given under my hand this the 26th day of August, 2008.

[NOTARIAL SEAL]

Marsha Becker
Notary Public
Print Name: Marsha Becker
My commission expires: 3/3/12

NOTARY PUBLIC - ALABAMA
COMMISSION EXPIRES 3/3/12

A.R.E.
Alden R. Edwards, Jr.


STATE OF ALABAMA)
COUNTY OF Madison)

I, Marsha Becker, a notary public in and for said county and state, hereby certify that Alden R. Edwards, Jr., whose name 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 the instrument, he executed the same voluntarily.

Given under my hand this the 9th day of September, 2008.

[NOTARIAL SEAL]

Marsha Becker
Notary Public
Print Name: Marsha Becker
My commission expires: 3/3/12



Carter H. Edwards

STATE OF ALABAMA)

COUNTY OF Madison)

I, Marsha Becker, a notary public in and for said county and state, hereby certify that Carter H. Edwards, whose name 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 the instrument, he executed the same voluntarily.

Given under my hand this the 5th day of September, 2008.

[NOTARIAL SEAL]



Notary Public

Print Name: Marsha Becker

My commission expires: 3/31/12

[Faint notary seal text]



20080923000375870 8/9 \$37.00
Shelby Cnty Judge of Probate, AL
09/23/2008 10:19:13AM FILED/CERT

Owen W. Edwards

STATE OF ALABAMA)

COUNTY OF Lee)

I, Daphne Dowdell, a notary public in and for said county and state, hereby certify that Owen W. Edwards, whose name 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 the instrument, he executed the same voluntarily.

Given under my hand this the 29 day of August, 2008.

[NOTARIAL SEAL]

Notary Public

Print Name: Daphne Dowdell

My commission expires: My Commission Expires Jan. 28, 2009

COMPASS BANK

By:

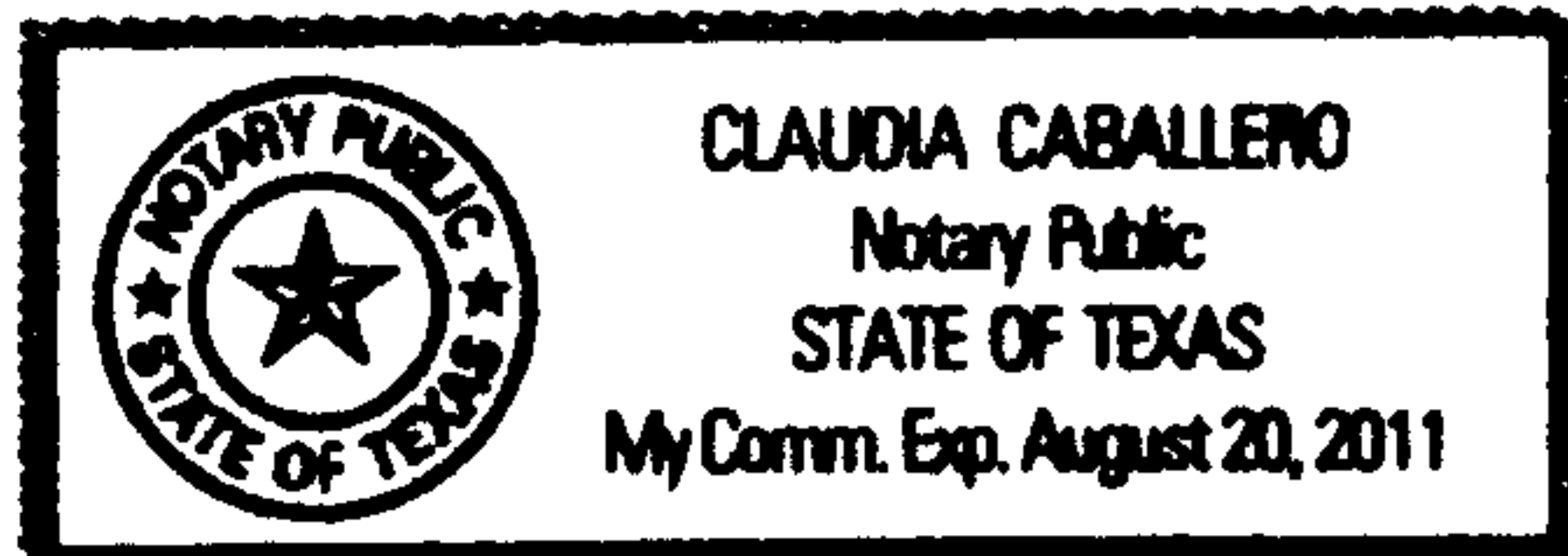
Its:

STATE OF Texas)
COUNTY OF Dallas)

I, Claudia Caballero, a notary public in and for said county and state, hereby certify that Jim W. Smith, whose name as Vice President of Compass 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 the instrument, he as such officer and with full authority executed the same voluntarily for and as the act of said institution.

Given under my hand this the 16 day of September, 2008.

[NOTARIAL SEAL]



Claudia Caballero
Notary Public
Print Name: Claudia Caballero
My commission expires: August 20, 2011