

1927

A S S I G N M E N T

This Assignment is entered into as of the 26th day of August, 1986, by and between THE FIRST NATIONAL BANK OF ATLANTA ("First Atlanta"), as Assignor, and FIRST ALABAMA BANK, successor by merger to First Alabama Bank of Montgomery, N.A. ("First Alabama"), as Assignee, and consented to by JENKINS BRICK COMPANY (the "Company") and JENKINS HOLDING, INC. and J.M. JENKINS, III (the "Guarantors"):

For and in consideration of the mutual covenants and conditions contained herein and in consideration of the sum of \$347,490.20 in hand paid by First Alabama to First Atlanta, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. First Atlanta does hereby grant, bargain, sell, convey, assign and deliver unto First Alabama, its successors and assigns, all of its right, title, claim and interest in, to and under the following:

(a) First Atlanta Note, Series B Bonds, Series B Note Purchase Agreement, the First Atlanta Guaranty, the First Atlanta Settlement Agreement, the First Atlanta Judgment, the Master Agreement and the Guaranties, which as used herein include all obligations owed by Company and Guarantors to First Atlanta, and are collectively referred to herein as the "Obligations," all as more particularly described in Exhibit A attached hereto and hereby incorporated by reference.

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(b) The Security Documentation, which as used herein includes all liens, security interests, security titles or encumbrances of any type in the Company's property in favor of First Atlanta, as more particularly described in Exhibit B attached hereto and hereby incorporated by reference, and all interest of First Atlanta in and to the lands and property conveyed by said Security Documentation.

2. Company and Guarantors hereby consent to the foregoing assignment by First Atlanta to First Alabama of the Obligations and the Security Documentation; and the Company and Guarantors do hereby certify, in consideration of One Dollar (\$1.00) paid, receipt whereof is hereby acknowledged, and to enable said Assignment to be made by First Atlanta to First Alabama, that said Security Documentation is a valid lien on the Company's properties described therein for the full amount of principal and interest now owed by the Company to First Atlanta, namely, \$347,490.20; that there are no defenses or offsets to said Security Documentation or to the Obligations secured thereby, that all of the provisions of said Security Documentation and Obligations are in force and effect; and that hereinafter the Company and Guarantors promise to pay to First Alabama the sum of \$344,887.06, with interest thereon

STEINER, CRUM & BAKER

P. O. BOX 668

MONTGOMERY, ALABAMA 36101

at the First Alabama Bancshares Commercial Base Rate from the date hereof (Company having paid to First Alabama accrued interest in the amount of \$2,603.14 on the date hereof), payable as follows: Commencing August 31, 1986, and continuing thereafter on the last day of each succeeding month through January 31, 1990, principal installments in the amount of \$8500, and on January 31, 1990, the outstanding principal remaining unpaid, together with interest payments each month in an amount equal to all of the accrued and unpaid interest thereon at a per annum rate equal to First Alabama Bancshares Commercial Base Rate, calculated on the basis of a 360-day year for the actual number of days elapsed, to change as said Base Rate changes.

3. Company and Guarantors do hereby release, acquit and forever discharge First Atlanta and its officers, directors, agents, employees, successors, and assigns from any and all claims, demands, actions, and causes of action, rights, injury, hurt, loss, cost, or expense, accrued or unaccrued, known or unknown, arising out of or in connection in any way with any transaction, occurrence or event relating to the Obligations, the Security Documentation, or the collateral described therein.

4. Company and Guarantors agree to execute and deliver to First Alabama such other documents and to do such other acts and things as First Alabama from time to time may request to establish and maintain First Alabama's rights under the Obligations and a valid and perfected interest in the collateral described in the Security Documentation, including, without limitation, Uniform Commercial Code financing statements, mortgagee's title insurance policies on real estate, and similar documentation; and to pay all costs, taxes (including intangible taxes), filing fees and other expenses in connection with the holding of the Obligations and with the filing or recording of any such financing statements or similar documentation.

5. First Atlanta agrees to execute and deliver to First Alabama, as First Alabama from time to time may request, such Uniform Commercial Code financing statements and similar documents required for public filings, which are reasonably necessary to establish and maintain First Alabama's rights under the Obligations and a valid and perfected interest in the collateral described in the Security Documentation.

6. This Assignment is without recourse. First Atlanta makes no warranties as to the existence, nature, or condition of the collateral described in the Obligations and the Security Documentation, as to the validity, enforceability, or priority of the Obligations or the Security Documentation, or as to any other matter whatsoever.

7. Pursuant to Section 10.3 of the Master Agreement, First Alabama and First Atlanta expressly consent to this Assignment. Except as modified hereby, the Master Agreement shall remain in full force and effect and is hereby ratified and confirmed.

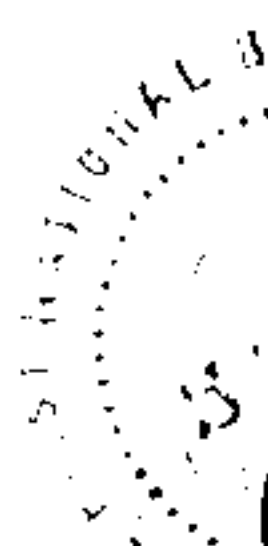
8. The Deed of Trust, as amended, which said Deed of Trust is more particularly described in Paragraphs 2, 3 and 4 of Exhibit B of this Assignment, is hereby amended by deleting therefrom Article IX in its entirety. There shall be no new Additional Lenders secured by said Deed of Trust.

9. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

10. This Assignment constitutes the entire agreement of the parties hereto. No representation or promise not expressed in this Assignment has been made to or by any party hereto to induce the execution of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered by their respective duly authorized officers as of the date first above written.

ATTEST:


[Signature]
Its Vice President


THE FIRST NATIONAL BANK OF
ATLANTA

By: Mark L. [Signature]
Its Assistant Vice-President

FIRST ALABAMA BANK

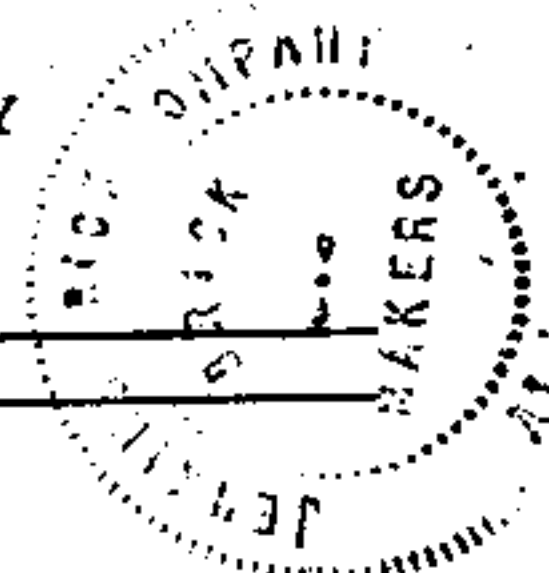
By: [Signature]
Its V.P.

ATTEST:


[Signature]
Its V.P.

JENKINS BRICK COMPANY

By: [Signature]
Its President

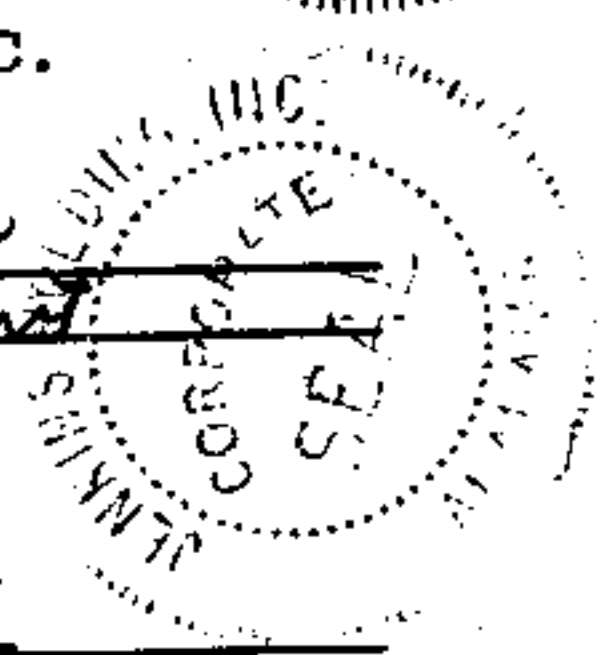


ATTEST:

[Signature]
Its Secretary

JENKINS HOLDING, INC.

By: [Signature]
Its President



WITNESS:

[Signature]

[Signature]
J. M. JENKINS, III

STATE OF GEORGIA)

COUNTY OF FULTON)

I, Judy Benedetti, a Notary Public in and for said County in said State, hereby certify that Mark S. Harris and James E. Siffcoat, whose names as Vice President and Assistant Vice President of THE FIRST NATIONAL BANK OF ATLANTA, a banking corporation, are signed to the foregoing Assignment and who are known to me, acknowledged before me on this day that, being informed of the contents of the Assignment, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and seal this 25th day of August, 1986.

Judy Benedetti
Notary Public

My Commission Expires:
Notary Public, Georgia, State At Large
My Commission Expires Jan. 18, 1987.

[NOTARIAL SEAL]

* * * *

STATE OF ALABAMA)

MONTGOMERY COUNTY)

I, Hadis North, a Notary Public in and for said County in said State, hereby certify that Long J. North and Spencer Knight, whose names as Vice President and President of FIRST ALABAMA BANK, a banking corporation, are signed to the foregoing Assignment and who are known to me, acknowledged before me on this day that, being informed of the contents of the Assignment, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand this, the 22nd day of August, 1986.

Hadis North
Notary Public

My Commission Expires:
9-18-89

[NOTARIAL SEAL]

STATE OF ALABAMA)

MONTGOMERY COUNTY)

I, James A. Byron, Jr., a Notary Public in and for said County in said State, hereby certify that J. M. Jenkins, whose name as President of JENKINS BRICK COMPANY, a corporation, is signed to the foregoing Assignment and who is known to me, acknowledged before me on this day that, being informed of the contents of the Assignment, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand this, the 22d day of August, 1986.

James A. Byron, Jr.
Notary Public

My Commission Expires:

August 1, 1988.

[NOTARIAL SEAL]

* * *

STATE OF ALABAMA)

MONTGOMERY COUNTY)

I, James A. Byron, Jr., a Notary Public in and for said County in said State, hereby certify that J. M. Jenkins, whose name as President of JENKINS HOLDING, INC., a corporation, is signed to the foregoing Assignment and who is known to me, acknowledged before me on this day that, being informed of the contents of the Assignment, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand this, the 22d day of August, 1986.

James A. Byron, Jr.
Notary Public

My Commission Expires:

August 1, 1988.

[NOTARIAL SEAL]

STATE OF ALABAMA)

MONTGOMERY COUNTY)

I, James A. Bennett, Jr., a Notary Public in and for said County in said State, hereby certify that J. M. JENKINS, III, whose name is signed to the foregoing agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand this, the 22d day of August, 1986.

James A. Bennett, Jr.
Notary Public

My Commission Expires:

August 1, 1988.

[NOTARIAL SEAL]

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EXHIBIT A
"OBLIGATIONS"

1. First Atlanta Note: The Company's 8.25% promissory note, which First Atlanta holds by endorsement, in the original principal amount of \$700,000 securing payment of those certain \$700,000 aggregate principal amount industrial revenue bonds (Jenkins Brick Company Project) Series 1979B issued pursuant to that certain Series B Bond Purchase Agreement dated as of January 1, 1979 between First Atlanta and the Authority.

2. Series B Bonds: Those certain \$700,000 aggregate principal amount industrial revenue bonds (Jenkins Brick Company Project), Series 1979B issued pursuant to that certain Series B Bond Purchase Agreement dated as of January 1, 1979 between First Atlanta and the Authority; referred to in Paragraph 1 of this Exhibit A.

3. Series B Note Purchase Agreement: That certain Series B Note Purchase Agreement dated as of January 1, 1979 between the Authority and the Company, which First Atlanta holds by assignment from the Authority.

4. First Atlanta Guaranty: That certain Series B Guaranty and Indemnification Agreement dated as of January 1, 1979, whereby the Company has guaranteed payment of the Series B Bonds.

5. First Atlanta Settlement Agreement: That certain agreement dated March 23, 1983 in settlement of that certain action styled The First National Bank of Atlanta v. Jenkins Brick Company, Civil Action No. C-82-2066A, in the United States District Court for the Northern District of Georgia, concerning events of default which had occurred under the First Atlanta Note, the Series B Note Purchase Agreement and the First Atlanta Guaranty (the "First Atlanta litigation").

6. First Atlanta Judgment: That certain judgment entered March 31, 1983 in the First Atlanta litigation against the Company in the principal amount of \$553,381.89.

7. Master Agreement: That certain agreement dated as of May 25, 1984 between First Atlanta, First Alabama and the Company, as amended by the First and Second Amendments to the Master Agreement (the Master Agreement as amended by the First and Second Master Agreement being hereinafter referred to as the "Master Agreement"), under which, among other things, the Company agreed to make payments to First Atlanta, commencing March 31, 1985, and

continuing thereafter on the last day of each succeeding month through January 31, 1990, of principal installments in the amount of \$8500 (for 58 months, from and including March 31, 1985, through and including December 31, 1989), and \$5,871.26 or the outstanding principal remaining unpaid on the First Atlanta Note (for January 31, 1990), together with interest payments each month in an amount equal to all the accrued and unpaid interest on the First Atlanta Note at a per annum rate equal to the prime rate of First Atlanta, plus 2% (if taxable).

8. Guaranties: Those certain Guaranties, dated February 6, 1985, under which the Guarantors promised to pay to First Atlanta and its assigns all Obligations of the Company to First Atlanta.

EXHIBIT B

"SECURITY DOCUMENTATION"

1. Master Agreement dated as of May 25, 1984, by and among The Prudential Insurance Company of America, The First National Bank of Atlanta, First Alabama Bank of Montgomery, N.A., and Jenkins Brick Company; and the First and Second Amendment to Master Agreement dated as of January 31, 1985.

2. Deed of Trust dated January 14, 1983, by Jenkins Brick Company, as Trustor, to First Alabama Bank of Montgomery, N.A., as Trustee, which said Deed of Trust was filed January 18, 1983, and recorded in Roll 13, Frame 473-494, in the Office of the Judge of Probate of Elmore County, Alabama, and in RLPY Book 594, Page 263-284, in the Office of the Judge of Probate of Montgomery County, Alabama.

3. Amendment to Deed of Trust dated May 25, 1984, between Jenkins Brick Company, as Trustor, and First Alabama Bank of Montgomery, N.A., as Trustee, filed July 3, 1984, and recorded in RLPY Book 675, Page 103-105, in the Office of the Judge of Probate of Montgomery County, Alabama, filed July 11, 1984 and recorded at Roll 31, Frame 417-419, in the Office of the Judge of Probate of Elmore County, Alabama, filed July 12, 1984 and recorded in Book 357, Page 167-169, in the Office of the Judge of Probate of Shelby County, Alabama; as further amended by Amendment to Deed of Trust dated as of February 6, 1985 whereby The Prudential Insurance Company of America was deleted as an Additional Lender under the Deed of Trust.

4. Supplemental Deed of Trust dated May 25, 1984, between Jenkins Brick Company, as Trustor, and First Alabama Bank of Montgomery, N.A., as Trustee, filed July 3, 1984 and recorded in RLPY Book 675, Page 98-102, in the Office of the Judge of Probate of Montgomery County, Alabama, filed July 11, 1984 and recorded at Roll 31, Frame 412-416, in the Office of the Judge of Probate of Elmore County, Alabama, filed July 12, 1984 and recorded in Book 357, Page 170-174, in the Office of the Judge of Probate of Shelby County, Alabama.

5. Security Agreement dated May 25, 1984, between Jenkins Brick Company and First Alabama Bank of Montgomery, N.A., as agent for itself, First National Bank of Atlanta and The Prudential Insurance Company of America, granting a security interest in all personal property located in Alabama and Florida.

6. UCC-1 Financing Statement between Jenkins Brick Company, Debtor, and First Alabama Bank of Montgomery, N.A., as agent, Secured Party, filed on July 11, 1984, and recorded as No. A127340R in the Office of the Secretary of State of Alabama.

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7. UCC-1 Financing Statement between Jenkins Brick Company, Debtor, and First Alabama Bank of Montgomery, N.A., as agent, Secured Party, filed July 3, 1984, and recorded as No. 275803, in the Office of the Judge of Probate of Montgomery County, Alabama.

8. UCC-1 Financing Statement between Jenkins Brick Company, Debtor, and First Alabama Bank of Montgomery, N.A., as agent, Secured Party, filed July 11, 1984, and recorded as No. 018748 in the Office of the Judge of Probate of Elmore County, Alabama.

9. UCC-1 Financing Statement between Jenkins Brick Company, Debtor, and First Alabama Bank of Montgomery, N.A., as agent, Secured Party, filed July 12, 1984, and recorded as File No. 09542 in the Office of the Judge of Probate of Shelby County, Alabama.

10. UCC-1 Financing Statement between Jenkins Brick Company, Debtor, and First Alabama Bank of Montgomery, N.A., as agent, Secured Party, filed January 11, 1985, and recorded in O.R. Book 2010, page 403-405 in the Escambia County, Florida, Comptroller's Office.

11. UCC-1 Financing Statement between Jenkins Brick Company, Debtor, and First Alabama Bank of Montgomery, N.A., as agent, Secured Party, filed January 23, 1985, and recorded as File No. 1850011454 in the Office of the Secretary of State for the State of Florida.

12. Mortgage dated May 25, 1984, between Jenkins Brick Company and First Alabama Bank of Montgomery, N.A., as agent for First Alabama Bank of Montgomery, N.A., The First National Bank of Atlanta and The Prudential Insurance Company of America, filed January 11, 1985, and recorded in O.R. Book 2010, page 390-402 in the public records of Escambia County, Florida; as corrected and extended by Agreement dated November 20, 1985, filed December 9, 1985 and recorded in O.R. Book 2152, page 280-283, in the public records of Escambia County, Florida.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1986 AUG 27 AM 8:59

Thomas W. [Signature]
JUDGE OF PROBATE

RECORDING FEES

Recording Fee	\$25.00
Index Fee	4.00
TOTAL	\$29.00

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