

KEYSTONE, L.L.C.
Loan No. 322485

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Michael J. Brandt
Wallace, Jordan, Ratliff & Brandt, L.L.C.
800 Shades Creek Parkway, Suite 400
Birmingham, Alabama 35209

Assignment of Loan Documents

Collateral Mortgage Capital, LLC, having an address at 524 Lorna Square, Birmingham, Alabama 35216, Attention: Mr. David A. Roberts ("Assignor"), in consideration of \$10.00 and other valuable consideration to it paid, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer, set over, grant, bargain, and convey, without recourse or warranty, express or implied except those set forth in that certain Sales and Servicing Agreement dated as of June 17, 2002, between Assignor, as Seller/Servicer, and LaSalle Bank National Association, as Purchaser, to LaSalle Bank National Association having an address of 135 South LaSalle Street, Suite 1225, Chicago, Illinois 60603, Attention: Ms. Julie Goodman (herein, together with its successors and assigns called "Assignee"), all of Assignor's right, title, and interest in and to the Note referenced in Schedule 1 attached hereto, which Schedule 1 is hereby incorporated by reference herein together with all of the documents and instruments securing said Note referenced in Schedule 1, and all monies, proceeds, profits and awards due and to become due thereon or with respect thereto.

[NO FURTHER TEXT ON THIS PAGE]

Magnolia Title

IN WITNESS WHEREOF, the undersigned executed and delivered this instrument under seal, this ____ day of January, 2003, effective as of January 27, 2003.

Collateral Mortgage Capital, LLC,
a Delaware limited liability company

By: Collateral Management, LLC,
a Delaware limited liability company
Its Manager

By: Wade Parker
Wade Parker
Its Vice President

STATE OF Alabama)
COUNTY OF Jefferson) SS

I, Monica Schroeder, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Wade Parker, the Vice President of Collateral Management, LLC, a Delaware limited liability company, as Manager of Collateral Mortgage Capital, LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer in such manager appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of Manager said, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17th day of January, 2003.

Monica Schroeder
Notary Public
My Commission Expires:

MY COMMISSION EXPIRES MARCH 18, 2004

**SCHEDULE 1 TO
ASSIGNMENT OF SECURITY DOCUMENTS**

FROM: COLLATERAL MORTGAGE CAPITAL, LLC

TO: LASALLE BANK NATIONAL ASSOCIATION

Loan No.: 322485

Location: 1564 Kent Dairy Road
Alabaster, Shelby County, Alabama 35007

1. Promissory Note dated as of January 27, 2003, made by KEYSTONE, L.L.C. in the original principal amount of \$1,950,000.00 payable to Collateral Mortgage Capital, LLC
2. Title Insurance Policy from Lawyers Title Insurance Corporation dated as of January 27, 2003, Policy Number 76023, in the amount of \$1,950,000.00.
3. Guaranty Agreement by John C. Kimbrell, Jr. dated January 27, 2003, in favor of Collateral Mortgage Capital, LLC.
4. Guaranty Agreement by John B. Kimbrell, dated January 27, 2003, in favor of Collateral Mortgage Capital, LLC.
5. Hazardous Substances Indemnification Agreement dated as of January 27, 2003, by KEYSTONE, L.L.C. as Borrower, John B. Kimbrell and John C. Kimbrell, Jr. as Indemnitor, for the benefit of Collateral Mortgage Capital, LLC, as Lender.
6. RECM Cash Management Agreement (Springing Lockbox) dated January 27, 2003, by KEYSTONE, L.L.C. as Borrower, and Collateral Mortgage Capital, LLC as Lender.
7. Letter of Release dated January 27, 2003 by KEYSTONE, L.L.C. as Borrower and Collateral Mortgage Capital, LLC as Lender.
8. Authorization to Wire Funds/Interest Rate Confirmation Letter dated January 27, 2003 by KEYSTONE, L.L.C. as Borrower and Collateral Mortgage Capital, LLC as Lender.
9. Borrower Certification dated January 27, 2003 by KEYSTONE, L.L.C., as Borrower and Collateral Mortgage Capital, LLC as Lender.
10. Waiver of Manager's Agreement, Subordination and Consent to Assignment dated January 27, 2003 by KEYSTONE, L.L.C. as Borrower and Collateral Mortgage Capital, LLC as Lender.
11. Certificate of Non-Foreign Status dated January 27, 2003 by KEYSTONE, L.L.C., as

Borrower and Collateral Mortgage Capital, LLC as Lender.

12. Operations and Maintenance Agreement Operations and Maintenance Agreement dated January 27, 2003 by KEYSTONE, L.L.C., as Borrower and Collateral Mortgage Capital, LLC as Lender.
13. Post Closing Agreement dated January 27, 2003 by KEYSTONE, L.L.C., as Borrower.