RECORDATION REQUESTED BY:
LA JOLLA BANK, FSB
390 WEST VALLEY PARKWAY
ESCONDIDO, CA 92025

20060605000263730 1/5 $25.00
Shelby Cnty Judge of Probate, AL
06/05/2006 01:05:45PM FILED/CERT

Return Recorded Documents To:
LandAmerica National Commercial Services
450 S. Orange Avenue, Suite 170
Orlando, FL 32801
Attention: **Christi Pawlak**

OU-2084

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated March 30, 2006, is made and executed between JERRY ONO, not personally but as Trustee on behalf of JERRY ONO 2004 LIVING TRUST, whose address is 16 SUNRISE COURT, SOUTH SAN FRANCISCO, CA 94080; and ROB WOLF, whose address is 7 FAIRVIEW AVE, CORTE MADERA, CA 94925; JENNIFER WOLF, whose address is 7 FAIRVIEW AVE, CORTE MADERA, CA 94925, WITH VESTING AS FOLLOWS: ROB WOLF AND JENNIFER WOLF, HUSBAND AND WIFE, AS JOINT TENANTS, AS TO AN UNDIVIDED 68.39% INTEREST, AND JERRY ONO, TRUSTEE OF THE JERRY ONO 2004 LIVING TRUST, DATED MARCH 3, 2004, AS TO AN UNDIVIDED 31.61% INTEREST, ALL AS TENANTS IN COMMON (referred to below as "Grantor") and LA JOLLA BANK, FSB, whose address is 390 WEST VALLEY PARKWAY, ESCONDIDO, CA 92025 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in SHELBY County, State of Alabama:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The Property or its address is commonly known as 101 SUPER CENTER DRIVE, CALERA, AL 35040.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Alabama and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

LENDER'S EXPENDITURES. If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, or (C) to make repairs to the Property then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among

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and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

DEFAULT. At Lender's option, Grantor will be in default under this Assignment if any of the following happen:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Break Other Promises. Grantor breaks any promise made to Lender or fails to perform promptly at the time and strictly in the manner provided in this Assignment or in any agreement related to this Assignment.

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

False Statements. Any representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of the Trust, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Taking of the Property. Any creditor or governmental agency tries to take any of the Property or any other of Grantor's property in which Lender has a lien. This includes taking of, garnishing of or levying on Grantor's accounts with Lender. However, if Grantor disputes in good faith whether the claim on which the taking of the Property is based is valid or reasonable, and if Grantor gives Lender written notice of the claim and furnishes Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Cure Provisions. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment fee which Grantor would be required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Assignment, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. What is written in this Assignment and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Assignment. To be effective, any change or amendment to this Assignment must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Assignment will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Alabama. In all other respects, this Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Assignment is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Assignment has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of California.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of SAN DIEGO County, State of California.

Joint and Several Liability. All obligations of Grantor under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Assignment.

Merger. There shall be no merger of the interest or estate created by this assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

No Waiver by Lender. Grantor understands Lender will not give up any of Lender's rights under this Assignment unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Assignment. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any person may change his or her address for notices under this Assignment by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender.

Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court finds that any provision of this Assignment is not valid or should not be enforced, that fact by itself will not mean that the rest of this Assignment will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Assignment even if a provision of this Assignment may be found to be invalid or unenforceable.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

WAIVER OF HOMESTEAD EXEMPTION. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Alabama as to all Indebtedness secured by this Assignment.

WAIVER OF RIGHT OF REDEMPTION. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

DEFINITIONS. The following words shall have the following meanings when used in this Assignment:

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means ROB WOLF, JENNIFER WOLF and JERRY ONO 2004 LIVING TRUST.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment.

Lender. The word "Lender" means LA JOLLA BANK, FSB, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

Note. The word "Note" means the promissory note dated March 30, 2006, **in the original principal amount of $846,459.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT. THIS DOCUMENT IS EXECUTED ON MARCH 30, 2006.

THIS ASSIGNMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS ASSIGNMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X _____ (Seal)
ROB WOLF, Individually

X _____ (Seal)
JENNIFER WOLF, Individually

JERRY ONO 2004 LIVING TRUST

By: _____ (Seal)
JERRY ONO, Trustee of JERRY ONO 2004 LIVING TRUST

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This ASSIGNMENT OF RENTS prepared by:

Name: STEPHANIE ROLES, LOAN CLOSER
Address: 390 WEST VALLEY PARKWAY
City, State, ZIP: ESCONDIDO, CA 92025

INDIVIDUAL ACKNOWLEDGMENT

STATE OF California)
) SS
COUNTY OF San Francisco)

NICHOLAS J. SHANTA
COMM. # 1368548
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
COMM. EXP. AUG. 6, 2006

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **ROB WOLF and JENNIFER WOLF,** whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Assignment, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19th **day of** April, 2006.

Notary Public

My commission expires 8-6-06

TRUST ACKNOWLEDGMENT

STATE OF California)
) SS
COUNTY OF San Francisco)

NICHOLAS J. SHANTA
COMM. # 1368548
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
COMM. EXP. AUG. 6, 2006

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **JERRY ONO, Trustee of JERRY ONO 2004 LIVING TRUST,** a trust, 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 said ASSIGNMENT OF RENTS, he or she, as such authorized trustee or agent and with full authority, executed the same voluntarily for and as the act of said trust.

Given under my hand and official seal this 12th **day of** April, 2006.

Notary Public

My commission expires 8-6-06

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EXHIBIT "A"

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PARCEL 1:

Lot 4A, according to Baker Seafood, Inc. Resurvey being a resurvey of Lots 4 and 5, Wal-Mart Supercenter #3271 Subdivision, as recorded in Map Book 27, page 117) as recorded in Map Book 31, page 92, in the Office of the Judge of Probate of Shelby County, Alabama, also being situated in the Northwest quarter of the Southeast quarter of Section 4, Township 22 North, Range 2 West, St. Stephens Meridian, Shelby County, Alabama and being more particularly described as follows:

Commence at a point at the Southwest corner of the Southwest quarter of the Northeast quarter of Section 4, Township 22 North, Range 2 West, St. Stephens Meridian, Shelby County, Alabama; thence run North 02° 06' 24" West along the West line of said quarter, for a distance of 512.99 feet to a point; thence run South 89° 47' 07" East for a distance of 1036.65 feet to a point on the West right of way margin of Highway 31; thence run South 10° 16' 53" East along said right of way margin for a distance of 386.25 feet to an iron pin, said point being the True Point of Beginning; thence continue South 16° 16' 53" East along said right of way margin for a distance of 80.23 feet to an iron pin; thence run South 79° 34' 19" West along said right of way margin for a distance of 49.72 feet to an iron pin, said point being the point of a curve to the right having a radius of 854.81 feet and an arc distance of 83.80 feet; thence run along said curve to the right and along said right of way margin a chord bearing of South 07° 31' 03" East and a chord distance of 83.76 feet to an iron pin; thence run North 89° 39' 17" West for a distance of 188.73 feet to an iron pin; thence run North 00° 22' 34" East for a distance of 111.08 feet to an iron pin, said point being the point of a curve to the right having a radius of 43.50 feet and an arc distance of 60.24 feet; thence run along said curve to the right a chord bearing of North 40° 02' 50" East and a chord distance of 55.54 feet to an iron pin; thence run North 79° 43' 07" East for a distance of 120.73 feet to an iron pin; thence run South 10° 16' 53" East for a distance of 5.00 feet to an iron pin; thence run North 79° 43' 07" East for a distance of 40.25 feet to an iron pin; thence run South 65° 30' 48" East for a distance of 18.21 feet to a point and back to the True Point of Beginning.

PARCEL II:

Together with an non-exclusive access easement as conveyed to Baker Seafood, Inc., on May 29, 2001 and recorded in Instrument Number 2001-25731, including ingress and egress across the following described property line description of 25 feet ingress and egress easement:

Commence at the Southwest corner of the Southwest quarter of the Northeast quarter of Section 4, Township 22 North, Range 2 West, Shelby County, Alabama; thence North 02° 06' 24" West 512.99 feet; thence South 89° 47' 07" East 1036.65 feet; thence South 10° 16' 53" East 396.25 feet to the Westerly margin of U.S. Highway 31; thence continue along said road South 10° 16' 53" East 80.24 feet; thence continue along said right of way South 79° 34' 19" West 49.72 feet; thence continue along said right of way on a curve said curve concave to the West having a radius of 854.82 feet along a chord bearing and distance of South 02° 26' 38" East for a chord distance of 234.44 feet to the beginning of a 25 feet ingress, egress easement; thence leaving said right of way along a curve said curve concave to the South having a radius of 121.50 feet along a chord bearing North 79° 08' 51" West for a distance of 44.19 feet; thence North 89° 37' 26" West 121.82 feet to the beginning of a curve said curve concave to the Northeast having a radius of 23.50 feet along a chord bearing North 44° 37' 26" West a chord distance of 33.23 feet; thence North 00° 23' 01" East 230.63 feet to the beginning of a curve said curve concave to the Southeast having a radius of 43.50 feet on a chord bearing North 40° 02' 50" East a chord distance of 55.54 feet; thence North 79° 43' 07" East 120.73 feet; thence South 10° 16' 53" East 5.0 feet; thence North 79° 43' 07" East 40.25 feet; thence South 65° 30' 48" East 18.21 feet to the point of beginning, said easement being 25 feet left of the above described line being a 25 foot ingress and egress easement; being situated in Shelby County, Alabama.

PARCEL III:

Together with a non-exclusive easement for the benefit of Parcel I for the purpose of ingress & egress as created by that certain access easement between Wal-Mart Real Estate Business Trust and P&N Calera, L.L.C., dated January 30, 2001 and recorded February 9, 2001 under Instrument Number 2001-04817, over, under and across the following described property:

A parcel of land for ingress and egress situated in the Southwest quarter of the Northeast quarter of Section 4, Township 22 South, Range 2 West, St. Stephens Meridian, Shelby County, Alabama, and being more particularly described as follows:

Commence at an axle found at the Southwest corner of the Southwest quarter of the Northeast quarter of Section 4, Township 22 South, Range 2 West, St. Stephens Meridian, Shelby County, Alabama; thence North 02° 06' 24" West along the West line of said quarter for a distance of 512.99 feet; thence leaving said quarter line, run South 89° 47' 07" East for a distance of 1036.65 feet to the Westerly right of way of Highway [illegible] ight of way width 100 feet); said point also being the N[illegible]east corner of Lot 3 according to Wal-Mart Supercenter #3271 Subdi[illegible]ion, as recorded in Map Book 27, page 117, in the Offic[illegible] the Judge of Probate of Shelby County, Alabama; thence run South 10° 16' 53" East, along the West boundary of said Lot 3, for a distance of 284.08 feet to the Southeast corner of said Lot 3; said point also being the point of beginning; thence leaving said Lot 3, continue South 10° 16' 53" East for a distance of 102.17 feet to the Northeast corner of Lot 4 of said Wal-Mart Supercenter #3271 Subdivision; thence North 65° 30' 48" West along the North line of said Lot 4, for a distance of 18.21 feet; thence run South 79° 43' 07" West along the North line of said Lot 4, for a distance of 40.28 feet; thence run North 10° 16' 53" West along the North line of said Lot 4, for a distance of 5.00 feet; thence run South 79° 43' 07" West along the North line of said Lot 4, for a distance of 120.73 feet to the point of curvature of a curve to the left having a radius of 43.50 feet, a central angle of 79° 20' 33" a chord length of 55.54 feet and a chord bearing of South 40° 02' 05" West; thence continue along the arc of said curve for a distance of 60.24 feet to the point of tangency of said curve; thence run South 00° 22' 34" West along the West boundary line of Lot 4, Lot 5, and Lot 6, for a distance of 576.95 feet to the Southwest corner of Lot 6, said point also being on the North boundary line of Lot 2 of said Wal-Mart Supercenter #3271 Subdivision; thence run North 89° 37' 26" West along the North boundary line of said Lot 2, for a distance of 696.60 feet; thence run South 37° 41' 38" West along the North boundary line of said Lot 2, for a distance of 42.10 feet; thence run North 89° 37' 26" West along the North boundary line of said Lot 2, for a distance of 99.54 feet to the Northerly right of way line of I-65 (right of way width varies); thence run North 52° 34' 36" West along said right of way, for a distance of 38.56 feet to the Southwest corner of Lot 1 of said Wal-Mart Supercenter #3271 Subdivision; thence run North 02° 06' 24" West along the West boundary line of said Lot 1, for a distance of 41.81 feet; thence leaving said West line, run South 89° 37' 26" East for a distance of 99.94 feet; thence run North 37° 41' 38" East for a distance of 42.10 feet; thence run South 89° 37' 26" East for a distance of 693.78 feet; thence run North 00° 22' 34" East for a distance of 619.79 feet; thence run North 79° 43' 07" East along the South boundary line of said Lot 3, for a distance of 213.93 feet; thence run North 52° 46' 38" East along the South boundary line of said Lot 3, for a distance of 21.59 feet to the point of beginning.

PARCEL IV:

Together with an easement for utilities in the Declaration of Easement dated June 13, 2003 by Baker Seafood, Inc. recorded June 19, 2003 as Instrument Number 20030619000384230.