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ASSIGNMENT OF LEASES AS COLLATERAL SECURITY

THIS ASSIGNMENT made by Darryl Ann Schilli, as Trustee Under Indenture of Trust, dated December 30, 1976 for the benefit of David M. Schilli, as recorded in Misc. Book 29, Page 857, in Probate Office of Shelby County, Alabama, and Darryl Ann Schilli, as Trustee under Indenture of Trust, dated December 30, 1976, for the benefit of Robert B. Schilli, Jr., as recorded in Misc. Book 29, Page 842, in Probate Office of Shelby County, Alabama, (herein called the "Assignors") to Birmingham Trust National Bank, a national banking association (herein called the "Assignee") dated this 8th day of July, 1980.

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Shelby Cnty Judge of Probate, AL
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RECITALS

Assignors have become indebted to Assignee in the principal amount of $170,000.00 as evidenced by a promissory note (the "Note") in such principal amount of even date herewith made by Assignors payable to the order of Assignee with interest as therein provided. The Assignors have secured the payment of the Note by the execution of and delivery to the Assignor of a mortgage (the "Mortgage") encumbering the real estate described in Schedule "A" attached hereto and made a part hereof by this reference. Assignors have leased the real estate described in Schedule "A" under those certain two leases (the "Leases") hereinafter described, and the Assignors desire to further secure the prompt payment of the Note, and all renewals and extensions thereof, by the assignment to the Assignee of all the Assignors' interest in and to the Leases.

NOW, THEREFORE, in order to secure the prompt payment of the principal and interest on the Note, any renewals and extensions thereof, and any other sums which may become payable under any of the provisions thereof, and the faithful performance of the covenants contained in the Note, any renewals and extensions thereof and herein, and in consideration of Ten Dollars and NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Assignors grant, transfer and

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Lease (12-22-80)

See release by partial

assign to the Assignee as collateral security, the entire interest of the Assignors in and to those certain Leases which are more particularly described as follows, to-wit:

Lease dated January 1, 1980 by and between Assignor as lessor and Material Delivery Service, Inc., a Missouri corporation, as lessee ("Lessee") leasing real property, and improvements situated thereof, described as Parcels "B", "A" and "C" on Schedule "A" attached hereto and made a part hereof, for a ten-year term for annual rent of $24,000.00 payable $2,000.00 per month (the "Lease").

Lease dated January 1, 1980 by and between Assignor as lessor and Truck Transport, Incorporated, a Delaware corporation, as lessee ("Lessee") leasing real property, and improvements situated thereof, described as Parcel "D", on Schedule "A" attached hereto and made a part hereof, for a ten-year term for annual rent of $7,200.00 payable $600.00 per month (the "Lease").

AND IT IS HEREBY COVENANTED AND AGREED by the parties hereto that the Leases are to be held and applied subject to the conditions hereinunder set forth, and the parties hereto do hereby covenant and agree, for the benefit of all present and future holders of the Note, and any renewals or extensions thereof, as follows:

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1. ASSIGNMENT AS SECURITY. This Assignment is made to secure:

(a) payment of the principal sums and interest evidenced by the Note;

(b) payment of all other sums, with interest, that may become due and payable under the Note or Mortgage;

(c) payment of all sums, with interest, which may become due and payable under any renewals or extensions of the Note; and

(d) performance and discharge of each and every covenant, obligation and agreement of the Assignors under this Assignment, the Mortgage, the Note or any renewals or extensions thereof.

2. WARRANTIES AND OBLIGATIONS OF ASSIGNORS. Assignors warrant:

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(a) the Assignors are the only owners of the entire lessor's interest in the Leases;

(b) that the Leases are valid and enforceable;

(c) that the rent reserved in the Leases has not been assigned or anticipated except as provided for herein;

(d) that the Leases are not in default;

(e) that the rent due under the Leases is not prepaid beyond the current period for which rent has become due and payable; and

(f) the originals of the Leases together with all amendments thereto, if any, have been delivered to Assignee to be retained by Assignee until the Note and all renewals and extensions thereof shall be paid in full.

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Assignors agree:

(a) to observe and perform all obligations imposed upon the lessor under the assigned Leases;

(b) not to enter into any other assignment of any interest of the lessor in the Leases;

(c) not to modify or amend any of the terms, conditions and agreements of the Leases without the prior written consent of Assignee;

(d) not to waive, excuse, condone or in any manner release or discharge the lessees under the Leases of or from the obligations, covenants, conditions and agreements to be performed by the lessees, including, but not limited to, their obligations to pay rent in the amount, manner, time and place specified in the Leases; and

(e) not to accept any prepayment of the rent under the Leases for any period subsequent to the then current period for which rent shall be due and payable.

3. TERMS AND CONDITIONS. This Assignment is made on the following terms and conditions:

(a) Until default in the payment of the principal, interest or other sums which may become due and payable under the terms of the Note or any renewals or extensions thereof, or in the performance of any obligation, agreement, covenant or warranty under the Note or any renewals or extensions thereof, or under this Assignment or the Mortgage, the Assignors may collect all rents, income and profits arising under the Leases and retain, use and enjoy the same.

(b) Upon or at any time after such default, Assignee may, at its option, without notice and without regard to the adequacy of the security, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of the premises described in the Leases and hold, manage, lease and operate the same on such terms and for such period of time as Assignee may deem proper and, with or without taking possession of the premises demand, sue for, or otherwise collect all rents, incomes and profits of the premises, including those past due and unpaid, with full power to make from time to time all alterations, renovations, repairs, and replacements, as may seem proper to Assignee, and apply such rents, income, and profits to payment of all expenses of managing, operating, and maintaining the premises, all expenses incident to taking and retaining possession of the premises, and the principal, interest, and other indebtedness secured by this Assignment, together with all costs and attorney's fees, in such order of priority as to any of the items mentioned in this paragraph as Assignee in its sole discretion may determine, any statute, law, custom, or use to the contrary notwithstanding. Exercise or nonexercise by Assignee of the options granted in this paragraph, or

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collection and application of rents, income, and profits, shall not be considered as a waiver of any default of Assignors under the Note, renewals or extensions thereof, this Assignment or the Mortgage.

(c) Assignee shall not be liable for any loss sustained by Assignors resulting from Assignee's failure to let the premises or from any other act or omission of Assignee in managing the premises unless such loss is caused by the willful misconduct and bad faith of Assignee. Nor shall Assignee be obligated to perform or discharge nor does the Assignee undertake to perform or discharge any obligation, duty or liability under the Leases or under or by reason of this Assignment and Assignors agree to indemnify Assignee for, and to hold Assignee harmless from, any liability, loss or damage which may be incurred under the Leases or under or by reason of this Assignment and from any claims and demands which may be asserted against Assignee by reason of any alleged obligations or undertakings to perform or discharge any of the terms, covenants or agreements in the Leases. Should Assignee incur any such liability under the Leases or under or by reason of this Assignment or in defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees shall be secured by this Assignment and the Mortgage, and Assignors shall reimburse Assignee therefore immediately upon demand and upon the failure of the Assignors to do so, Assignee may, at its option, declare all sums secured by this Assignment immediately due and payable. And it is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the premises upon Assignee; nor shall it operate to make Assignee responsible or liable for any waste committed on the property by the tenants or any other parties, of for any dangerous or defective

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condition of the premises, or for any negligence in the management, upkeep, repair, or control of the premises.

(d) Upon payment in full of the principal, interest, and all other indebtedness secured in this Assignment, this Assignment shall cease and be of no further effect but the affidavit, certificate, letter, or statement of Assignee showing any part of the principal, interest, or other indebtedness to remain unpaid shall constitute conclusive evidence of the validity, effectiveness, and continuing force of this Assignment and any person may, and is hereby authorized to, rely thereon. Assignors hereby authorize and direct the lessees named in the Leases or any other or future lessees or occupants of the premises upon receipt of written notice from the holder or holders of the Note, renewals or extensions thereof, that a default exists thereunder or under this Assignment to pay said holder or holders all rents, income and profits accruing under the Leases or from the premises, and to continue to do so until otherwise notified by the holder or holders.

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(e) Assignee may take or release other security for payment of the secured principal, interest, or other indebtedness, may release any party primarily or secondarily liable, and may apply any other security held by it to the satisfaction of the secured principal, interest or other indebtedness without prejudice to any rights under this Assignment.

(f) Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to its terms shall be deemed a waiver by Assignee of any rights or remedies under the Note, renewals or extensions thereof, and this Assignment is made and accepted without prejudice to any rights or remedies possessed by Assignee under the terms of the Note, renewals or extensions thereof. The right of Assignee to collect the secured principal,

interest, and other indebtedness, and to enforce any other security may be exercised by Assignee prior to, simultaneously with, or subsequent to any action taken under this Assignment.

(g) This Assignment, together with the agreements and warranties contained in it, shall inure to the benefit of Assignee and any subsequent holders of the Note, renewals and extensions thereof, and shall be binding upon Assignors and their respective heirs, successors and assigns.

Executed by the undersigned on the day and year first above written.

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ASSIGNORS:

x Darryl Ann Schilli
Darryl Ann Schilli, as Trustee Under Indenture of Trust, dated December 30, 1976, for the benefit of David M. Schilli, as recorded in Misc. Book 29, Page 857 in Probate Office of Shelby County, Alabama.

x Darryl Ann Schilli
Darryl Ann Schilli, as Trustee under Indenture of Trust, dated December 30, 1976, for the benefit of Robert B. Schilli, Jr., as recorded in Misc. Book 29, Page 842, in the Probate Office of Shelby County, Alabama.

ASSIGNEE:

BIRMINGHAM TRUST NATIONAL BANK

Its Asst. Vice President

STATE OF MISSOURI)
)
ST. LOUIS COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Darryl Ann Schilli whose name as Trustee Under Indenture of Trust, dated December 30, 1976, for the benefit of David M. Schilli, as recorded in

Misc. Book 29, Page 857, in Probate Office of Shelby County, Alabama, 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 she, in her capacity as such Trustee, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 8th day of July, 1980.

Joseph B Pereles
Notary Public

[AFFIX SEAL]

My Commission Expires:
JOSEPH B. PERELES
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES 2/6/83
ST. LOUIS COUNTY

STATE OF MISSOURI)
)
ST. LOUIS COUNTY)

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I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Darryl Ann Schilli whose name as Trustee under Indenture of Trust, dated December 30, 1976, for the benefit of Robert B. Schilli, Jr., as recorded in Misc. Book 29, Page 842, in the Probate Office of Shelby County, Alabama, 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, she in her capacity as such Trustee, executed the same voluntarily on the day the same bears date.

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Given under my hand and official seal this the 8th day of July, 1980.

Joseph B Pereles
Notary Public

[AFFIX SEAL]

My Commission Expires:
JOSEPH B. PERELES
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES 2/6/83
ST. LOUIS COUNTY

This instrument was prepared by:
JAMES J. ROBINSON, Attorney
1600 Bank for Savings Building
BIRMINGHAM, ALABAMA 35203

SCHEDULE "A"

PARCEL "B":

Commence at the SE corner of Sec. 12, T-21-S, R-3-W; thence run West along the South line of said section a distance of 1048.89 feet to the N.E. right of way line of Interstate Hwy. I-65; thence turn an angle of 55 deg. 31 min. to the right and run along said highway right of way a distance of 237.87 feet; thence turn an angle of 1 deg. 08 min. 06 sec. to the right and run along said R.O.W. line a distance of 210.20 feet to the point of beginning; thence turn an angle of 2 deg. 27 min. 52 sec. to the right, to the chord of a R.O.W. curve; thence run along said R.O.W. curve, (whose Delta Angle is 2 deg. 27 min. 52 sec. to the right; radius is 11,311.04 ft., Tangent Distance of 243.28 feet, Length of Arc is 486.50 feet, chord distance of 486.46 feet); thence turn an angle of 112 deg. 34 min. 54 sec. to the right from chord of said curve and run a distance of 512.38 feet; thence turn an angle of 127 deg. 13 min. 54 sec. to the right and run a distance of 186.95 feet; thence turn an angle of 25 deg. 57 min. to the left and run a distance of 199.00 feet; thence turn an angle of 47 deg. 48 min. to the right and run a distance of 210.00 feet to the point of beginning. Situated in the South half of the SE 1/4 of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama, and containing 3.0 acres.

ALSO, an easement for a right of way of a uniform width of 10 feet over and across a parcel of land designated as Parcel "A" to provide ingress and egress by a railroad spur line or siding line to and from said above designated Parcel "B" and the existing right of way of the Louisville & Nashville Railroad Company (said Louisville & Nashville Railroad Company's right of way being a portion of the North property line of said Parcel "A"). Described as follows:

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PARCEL "A":

Commence at the SE corner of Sec. 12, T-21-S, R-3-W; thence run West along the South line of said section a distance of 1048.89 ft. to the NE R.O.W. line of Interstate Hwy. I-65; thence turn an angle of 55 deg. 31 min. to the right and run along said Hwy. R.O.W. a distance of 237.87 ft.; thence turn an angle of 1 deg. 08 min. 06 sec. to the right and run along said R.O.W. line a distance of 210.20 ft.; thence turn an angle of 2 deg. 27 min. 52 sec. to the right and run along a cord of a R.O.W. curve a chord distance of 486.46 ft. to a point on the R.O.W. line of Interstate Hwy. I-65, and the point of beginning. Thence turn an angle of 2 deg. 46 min. 34 sec. to the right to the cord of a R.O.W. curve and run along said R.O.W. curve (whose Delta Angle is 3 deg. 05 min. 15 sec. to the right, Tangent Distance is 304.82 ft., Radius is 11,311.04 ft., cord distance of 609.42 ft., Length of Arc is 609.50 ft.) to the North line of the S 1/2 of the SE 1/4 of Sec. 12; thence run East along the North line of said 1/4-1/4 section a distance of 290.43 ft., more or less, to the SE R.O.W. line of the L & N Railroad. Thence turn an agnle of 24 deg. 31 min. 09 sec. to the right and run along said R.O.W. a distance of 188.08 ft. to the P.C. of a R.O.W. curve; thence continue in the same direction along said R.O.W. curve (whose Delta Angle is 14 deg. 44 min. 28 sec. to the left, Radius is 2826.30 ft., Length of Arc is 727.15 ft.) to the Northwest R.O.W. line of a paved county highway; thence turn an angle of 85 deg. 59 min. 51 sec. to the right from the cord of said curve, and run along said county hwy. R.O.W. a distance of 210.00 ft.; thence turn an angle of 87 deg. 11 min. 43 sec. to the right and run a distance of 110.16 ft.; thence turn an angle of 1 deg. 28 min. 43 sec. to the right and run a distance of 187.78 ft.; thence turn an angle of 17 deg. 09 min. 54 sec. to the left and run a distance of 512.38 ft. to the point of beginning. Situated in the S 1/2 of the SE 1/4 of Sec. 12, T-21-S, R-3-W, Shelby County, Alabama, and containing 7.58 acres.

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Com[redacted]e at the SE corner of [redacted] SE 1/4 of the SE 1/4 of [redacted] Section 12, Township 21 South, Range 3 West; thence run West, along the South line of said quarter-quarter section, a distance of 1048.89 feet, to the East R.O.W. line of I-65 Sta. 587 plus 80; thence turn an angle of 55 deg. 51 min. to the right and run a distance of 237.87 feet to a point on the East R.O.W. line of I-65 and the North R.O.W. line of a County Highway; thence turn an angle of 88 deg. 50 min. to the right and run a distance of 210.00 feet to a point on said R.O.W. line, and the point of beginning, being a point on a curve; thence continue in the same direction, along the R.O.W. curve (whose Delta angle is 21 deg. 38 min. to the left, Tangent Distance is 180.70 feet, Radius is 945.79 feet, arc distance is 357.10 feet), to the P.T. Of said curve; thence turn an angle of 99 deg. 24 min. to the left from tangent of said curve; and run a distance of 77.00 feet; thence turn an angle of 86 deg. 46 min. to the right and run a distance of 202.70 feet; thence turn an angle of 92 deg. 47 min. to the left and run a distance of 187.78 feet; thence turn an angle of 69 deg. 56 min to the left and run a distance of 186.95 feet; thence turn an angle of 25 deg. 57 min. to the left and run a distance of 199.00 feet to the NE corner of the Central Ala. Gas. Co. lot; thence turn an angle of 36 deg. 23 min. to the left and run along said Lot, a distance of 210.00 feet, to the point of beginning. Situated in the SE 1/4 of the SE 1/4 of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama, according to survey of Frank W. Wheeler, Registered Land Surveyor, dated April 28, 1969.

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STATE OF ALA. SHELBY CO. I CERTIFY THIS INSTRUMENT WAS FILED
1980 SEP -8 PM 3:43
Dec. 15.00
Rec. 1.00
Mtg. 1.00

PARCEL "D":

Begin at the mid-point of the east side of Section 5, Township 24 North, Range 13 East and proceed north 6 deg. 00 min. west along said Section line a distance of 933.09 feet to the southeast corner of property now owned by Darryl Ann Schilli as Trustee under Indenture of Trust dated December 30, 1976, for the benefit of David M. Schilli as to an undivided one-half interest and by Darryl Ann Schilli as Trustee under Indenture of Trust dated December 30, 1976, for the benefit of Robert B. Schilli, Jr. as to the remaining one-half interest; thence run west along the south line of said Trust property a distance of 175.0 feet to the southwest corner of same; thence run north along the west line of said Trust property a distance of 100.0 feet to the south line of Alabama Highway No. 25; thence west along the south right-of-way line of said Highway a distance of 25.0 feet; thence south and parallel with the east line of said Section line a distance of 1033.09 feet, more or less, to the south line of SE 1/4 of NE 1/4 of said Section 5; thence run east along the south line of said 1/4-1/4 a distance of 200 feet to the point of beginning; being the same property conveyed by Philip J. Kyser and wife, Vera Mae Kyser to Everrett Wayne Snell by deed dated April 6, 1979 and recorded in Deed Book 262, Page 850 in the Probate Office of Shelby County, Alabama.

Also a parcel of land situated in the SE 1/4 of NE 1/4 of Section 5, Township 24 North, Range 13 East and in the SW 1/4 of the NW 1/4 of Section 4, Township 24 North, Range 13 East and more particularly described as follows: Begin at the midpoint of the east side of Section 5, Township 24 North, Range 13 East and proceed north 6 deg. 00 min. West along said line 933.09 feet to the point of beginning of said tract; thence at an angle of 30 deg. 56 min. to the right a distance of 116.7 feet to the south boundary of Alabama Highway 25; thence at an angle of 121 deg. 03 min. to the left and along said south boundary a distance of 60.0 feet to the east side of said Seetion 5; thence continue along same 175.0 feet; thence at an angle of 89 deg. 53 min. to the left a distance of 100.0 feet; thence at an angle of 90 deg. 07 min. to the left a distance of 175.0 feet to the point of beginning; being the same property conveyed by Philip J. Kyser and wife to H. H. Bearden and then sold to Everrett W. Snell as shown by Deed Book 258, Page 472 in the Probate Office of Shelby County, Alabama.

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