

ASSIGNMENT OF GROUND LEASE

AGREEMENT made between ROY MARTIN CONSTRUCTION, INC., an Alabama Corporation ("Assignor"), and J. W. PALMER-WINDY OAKS, an Alabama General Partnership ("Assignee").

RECITALS

1. The instrument made the subject of this Assignment is the Ground Lease Agreement ("Lease"), a copy of which is attached as Exhibit "A", signed January 15, 1987 between Assignor, as Lessor, and STAN R. EHLMAN, as Lessee, by the terms of which the property described in attached Exhibit "A" was leased to Lessee for a term of 10 years, beginning January 15, 1987 and ending January 14, 1997, plus an option to Lessee to extend such term for an additional 5 years, subject to earlier termination as therein provided.

2. The Lease is recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Book 119, page 654.

3. The Lease is subject to the Right of First American Bank of Pelham to Assume the Lease, upon default of Lessee, as provided in the instrument attached as Exhibit "B".

4. The Assignor desires to assign the Lease to the Assignee, and the Assignee desires to accept the assignment thereof.

5. This Assignment is dated March 22, 1991, but effective as of the 16th day of July, 1987.

ASSIGNMENT

For value received, and the Agreement of the Assignee expressed herein, the Assignor hereby assigns and transfers to the Assignee, its successors and assigns, all of the right, title and interest of Assignor in and to the Lease, together with all rents payable thereunder and all benefits and advantages to be derived therefrom.

The Assignor does hereby empower the Assignee, its agents or attorneys, to collect, sue for, settle, compromise and give receipts for all of the rents that may become due under said Lease and avail itself of and pursue all remedies for the enforcement of said Lease and Assignor's rights in and under said Lease as the Assignor might have pursued but for this Assignment.

The parties agree that Assignee, by accepting this Assignment, shall incur no liability for any acts or causes that might have arisen prior to the effective date of this Assignment, and Assignor expressly releases Assignee from any such liability.

This Assignment shall be binding on and inure to the benefit of the respective successors and assigns of the parties hereto.

Signed this 22nd day of March, 1991.

ASSIGNEE:

J. W. PALMER-WINDY OAKS,
an Alabama General Partnership

BY: *Reid Long*

REID LONG, General Partner

ASSIGNOR:

ROY MARTIN CONSTRUCTION, INC.

BY: *Roy D. Martin*

ROY D. MARTIN, President

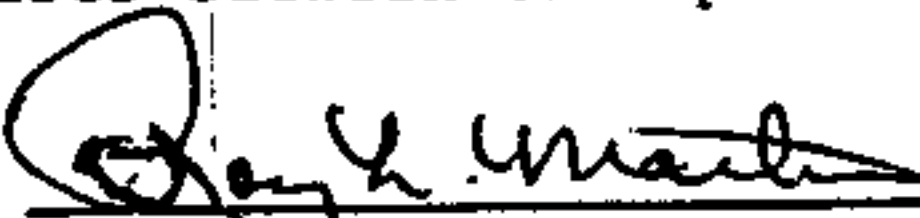
BOOK 335 PAGE 944

RIGHT OF FIRST AMERICAN BANK OF PELHAM
TO ASSUME GROUND LEASE AGREEMENT

Comes now Roy Martin Construction, Inc., an Alabama Corporation, and the Lessor of certain real property known as Scooters and operated by Stan R. Ehlman, on Highway 31 South, in Pelham, Alabama, and says and agrees as follows:

1. In that First American Bank of Pelham, an Alabama Banking Corporation, has provided financing on certain of the fixtures and equipment and building on said premises, it is hereby agreed by Lessor, that in the event of default by Stan R. Ehlman d/b/a Scooters, that said Bank may enter the premises and, if necessary, take up the terms and conditions of the ground lease agreement as executed between Roy Martin Construction, Inc. and Stan R. Ehlman.

2. It is agreed that both parties will honor the terms and conditions of the Lease as it exists between said parties.



ROY MARTIN CONSTRUCTION, INC.

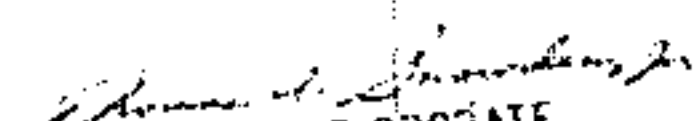
By: Roy Martin

Its: President

BOOK 335 PAGE 945

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

91 APR -1 PM 2:17


JUDGE OF PROBATE

1. Deed Tax	0
2. Mtg. Tax	0
3. Recording Fee	7.50
4. Indexing	5.00
5. No Tax Fee	0
6. Certified Fee	1.00
Total	13.50

EXHIBIT A