

STATE OF ALABAMA)
COUNTY OF SHELBY)

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES is made this 17th day of September, 1993, by ERNEST C. LEE (the "Borrower") and CANDACE S. LEE ("Lee"), in favor of SOUTHEASTERN BANK OF ALABAMA, NATIONAL ASSOCIATION, a national banking association (the "Lender").

R E C I T A L S:

This Assignment is made as additional security for the payment of indebtedness due by Borrower to Lender in the principal amount of Two Hundred Seventy-Five Thousand and no/100 Dollars (\$275,000.00) (the "Loan"), or such portion thereof as has been disbursed from time to time under the provisions of a Term Loan Agreement between Borrower and Lender of even date herewith (the "Loan Agreement"), with interest thereon as evidenced by a Note of even date herewith in said amount (the "Note") executed and delivered by Borrower to Lender, and as additional security for the full and faithful performance by Borrower of all the terms and conditions of the Loan Agreement and Note and of a certain Mortgage and Security Agreement of even date herewith (the "Mortgage") executed and delivered by Borrower to Lender on the property described in Exhibit "A" to secure the payment of the Note.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and as an inducement to the Lender to make the Loan to Borrower, Borrower and Lee do hereby sell, assign, transfer and set over unto Lender, its successors and assigns, all of their respective interest in and to all leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of the property described in Exhibit "A" attached hereto, and the improvements located or to be located thereon, including, without limitation, all the rents, issues, and profits now due and which may hereafter become due under or by virtue of said leases and agreements.

Borrower and Lee agree to duly operate and maintain the aforesaid property and perform all requisites on its part to keep any and all improvements of said property in full force and effect.

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Borrower and Lee agree that this Assignment shall cover all future leases, whether written or verbal, or any letting of, or any agreement for the use or occupancy of, any part of said property.

Borrower and Lee further agree that they will not assign the rent or any part of the rent of said property, nor collect rents under any leases or other agreements relating to use of any part of the property, for a period further in advance than one (1) month without the written consent of the Lender, nor do any other act whereby the lien of the Mortgage and/or this Assignment may, in the opinion of the Lender, be impaired in value or quality.

Borrower and Lee agree that they have not and will not enter into any fictitious lease or any lease for the purpose of avoiding creditors, and any attempt to do so will be void. Borrower and Lee represent and warrant that all leases, if any, presently in effect are, and all leases hereafter entered into will be, arms-length leases for a rental rate, which, in Borrower's and Lee's best judgment, represents a fair market rental.

Borrower and Lee further agree that this Assignment is to remain in full force and effect so long as the Note remains unpaid and that it may be enforced by Lender.

It is expressly understood and agreed by Borrower, Lee and Lender that said Borrower and Lee reserve, and are entitled to collect, said rents, income and profits upon, but not prior to, their accrual under the aforesaid leases, and to retain, use and enjoy the same unless and until the occurrence of an Event of Default pursuant to (and as defined in) the Loan Agreement, the Note, or the Mortgage, or until the violation of any term, condition or agreement of this Assignment, each of which shall constitute an "Event of Default" hereunder.

Borrower and Lee hereby authorize and empower Lender to collect, upon demand, after any Event of Default hereunder, all of the rents, issues and profits now due or which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of said property, and to take such action, legal or equitable, as may be deemed necessary to enforce payment of such rents, issues and profits. Any lessee making such payment to Lender shall be under no

obligation to inquire into or determine the actual existence of any Event of Default claimed by Lender.

Any amount received or collected by Lender by virtue of this Assignment shall be applied for the following purposes, but not necessarily in the order named, priority and application of such funds being within the sole discretion of Lender:

(1) to the payment of all necessary expenses for the operation, protection and preservation of the property, including the usual and customary fees for management services;

(2) to the payment of taxes and assessments levied and assessed against the property as said taxes and assessments become due and payable;

(3) to the payment of premiums due and payable on any insurance policy related to the property;

(4) to the payment of installments of principal and interest on the Note as and when they become due and payable pursuant to the terms of the Note, whether by acceleration or otherwise;

(5) to the payment of any other sums due to Lender, including those due under the Mortgage and Loan Agreement; and

(6) the balance remaining after payment of the above shall be paid to the then owner of record of said property.

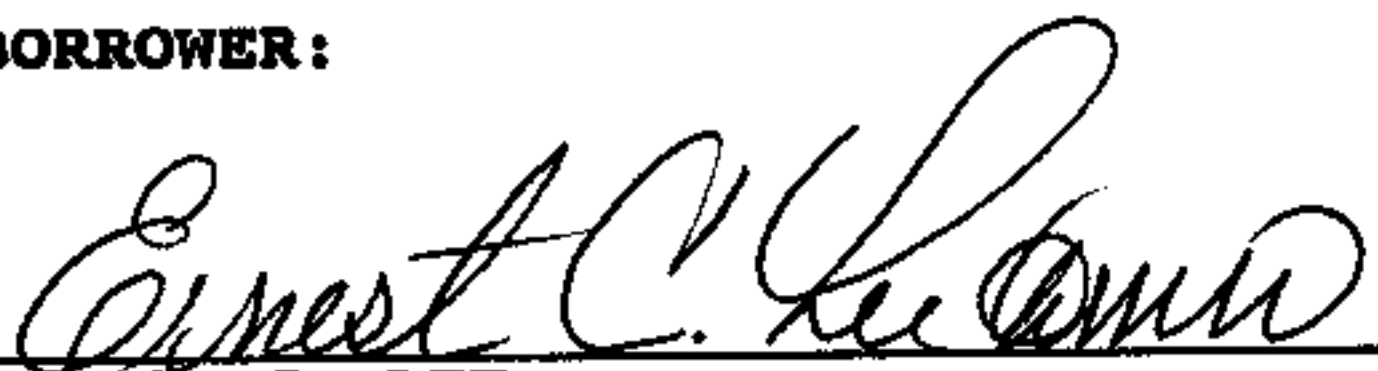
Borrower and Lee hereby agree to indemnify Lender for, and to save it harmless from, any and all liability, loss or damage which Lender might incur under said leases or by virtue of this Assignment, and from any and all claims and demands whatsoever which may be assessed against Lender thereunder or hereunder, and, without limiting the generality of the foregoing, covenants that this Assignment, prior to any such default by said Borrower or Lee and entry upon the property by said Lender by reason thereof, shall not operate to place responsibility for the control, care, management or repair of said property upon Lender, nor the carrying out of any of the terms and conditions of said leases; nor shall it operate to make Lender responsible or liable for any waste committed on the property by the tenants or any other party, or for any negligence in the management, upkeep, repair or control of said property resulting in loss or injury or death to any tenant, licensee, invitee, employee, stranger or other person.

The terms "Note", "Mortgage" and "Loan Agreement" shall refer to such instruments as they may hereafter be amended by Borrower and Lender. This agreement shall be binding upon the Borrower and Lee, their respective successors

and assigns and subsequent owners of the property, or any part thereof, and shall inure to the benefit of Lender, its successors and assigns and any holder of the Note.

IN WITNESS WHEREOF, Borrower and Candace S. Lee have executed this Assignment, as of the day and year first above written.

BORROWER:


ERNEST C. LEE


CANDACE S. LEE

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ernest C. Lee and Candace S. Lee, whose names 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 said Assignment, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 17th day of September, 1993.


Notary Public
My Commission Expires: 2-13-95

This instrument prepared by:
Timothy D. Davis
Gordon, Silberman, Wiggins & Childs, P.C.
1400 SouthTrust Tower
Birmingham, Alabama 35203
(205) 328-0640

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EXHIBIT "A"

DESCRIPTION OF PROPERTY

The following described property located in Shelby County, Alabama:

A parcel of land situated in the NE 1/4 of the NW 1/4 of Section 15, Township 19 South, Range 2 West, Shelby County, Alabama and more particularly described as follows:
Commence at the Northwest corner of the NE 1/4 of the NW 1/4; thence in a southerly direction along the west line thereof, a distance of 814.57 feet; thence 90 deg. left in an easterly direction, a distance of 625.94 feet to the Point of Beginning; thence an angle left of 44 deg. 56 min. 27 sec. in a northeasterly direction a distance of 193.48 feet; thence 132 deg. 38 min. 38 sec. right in a southerly direction, a distance of 342.82 feet to the northerly right of way line of Shelby Co. Highway No. 17; thence 97 deg. 56 min. 50 sec. right to tangent of a curve; said curve having a radius of 866.63 feet, a central angle of 9 deg. 58 min. 34 sec. and curving to the left; thence along the arc of said curve in a westerly direction, a distance of 150.89 feet; thence 94 deg. 19 min. 33 sec. right as measured from tangent of curve; thence in a northerly direction a distance of 204.54 feet to the Point of Beginning; being situated in Shelby County, Alabama.

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