

STATE OF ALABAMA)

SHELBY COUNTY)

COLLATERAL ASSIGNMENT OF CONTRACTS

This Collateral Assignment of Contracts, made this 22nd day of January, 1997, by and between TERRY M. HABSHEY ("Habshey") and UNION STATE BANK, BIRMINGHAM, ALABAMA ("Bank").

WHEREAS, on this date, Bank has loaned Habshey the sum of Five Hundred Fifty Thousand and No/100 Dollars (\$550,000.00) which loan is evidenced by mortgage from Habshey to Bank encumbering certain real property located in Shelby County, Alabama (the "Mortgage"), said real property being described on Exhibit "A" attached hereto and incorporated by reference herein (the "Property"); and

WHEREAS, said Mortgage secures a note bearing even date herewith, evidencing a principal amount of up to Five Hundred Fifty Thousand and No/100 Dollars (\$550,000.00); and

WHEREAS, Habshey has entered as Seller, a contract to sell the Property to Mobley Development, Inc. (the "Mobley Contract") and a back-up contract with Lumpkin to sell the Property (the "Lumpkin Contract"); and

WHEREAS, as part of the security for the loan, the note as aforesaid and the Mortgage as aforesaid, Bank requires that Habshey collaterally assign the Mobley Contract and the Lumpkin Contract to Bank as additional security for the said loan.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, the loan as evidenced by the note and Mortgage, Habshey agrees as follows:

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SHELBY COUNTY JUDGE OF PROBATE
003 MEL 13.50

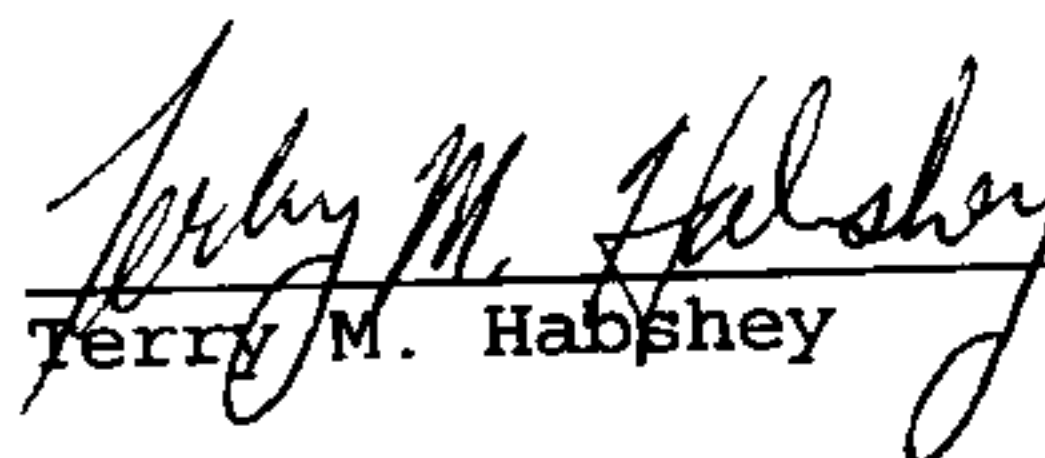
Inst # 1997-02574

1. Habshey hereby collaterally assigns all of his right, title and interest in and to the Mobley Contract and the Lumpkin Contract to Bank.

2. It is expressly understood that Bank shall have no rights in either the Mobley Contract or the Lumpkin Contract unless there is a default in the said note and/or the said Mortgage or any other loan documents taken by Bank in conjunction with the loan.

3. It is also expressly understood that Bank shall have the right but not the obligation to act as Seller either under the Mobley Contract or the Lumpkin Contract.

TO HAVE AND TO HOLD unto Union State Bank, its successors and assigns, expressly pursuant to the terms hereinabove contained, forever.


Terry M. Habshey

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that TERRY M. HABSHEY, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the foregoing instrument he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 22 day of JAN, 1997.



Notary Public
My Commission Expires: 3.1.98

EXHIBIT "A"

A part of the NE 1/4 of the NW 1/4 of Section 21, Township 20 South, Range 3 West, being more particularly described as follows: Begin at the Northeast corner of the NE 1/4 of the NW 1/4 of said Section 21 for a point of beginning; thence run West along the North line of said 1/4-1/4 section for a distance of 660.39 feet to the NE corner of the NW 1/4 of the NE 1/4 of the NW 1/4 of said Section 21; thence turn 45 degrees 59 minutes 04 seconds left and run Southwesterly along the Northeast-Southwest diagonal of said 1/4-1/4-1/4 section for a distance of 160.00 feet to the Northeasterly right of way of Bessemer to Helena Road; thence turn 72 degrees 02 minutes 56 seconds left and run Southeasterly along said right of way to Bessemer to Helena Road for a distance of 186.69 feet to a point of curve to the left, said curve having a radius of 2006.99 feet, an intersection angle of 11 degrees 22 minutes 54 seconds, thence run Southeasterly along arc of said curve and last said right of way for a distance of 390.68 feet to a point of tangent, thence continue Southeasterly along said right of way for a distance of 588.87 feet to a point of curve to the left, said curve having a radius of 2507.95 feet, an intersection angle of 3 degrees 50 minutes 31 seconds; thence run Southeasterly along arc of said curve and said right of way of Bessemer to Helena Road for a distance of 168.17 feet to the Southline of the NE 1/4 of the NW 1/4 of said Section 21; thence from the tangent of last said curve turn 46 degrees 49 minutes 22 seconds left and run East along the South line for a distance of 143.70 feet to the Southeast corner of said 1/4-1/4 section; thence turn 91 degrees 04 minutes 15 seconds left and run North along the East line of said 1/4-1/4 for a distance of 1335.99 feet to the point of beginning.

Situated in Shelby County, Alabama.

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