

STATE OF ALABAMA)
JEFFERSON COUNTY)

GENERAL ASSIGNMENT OF LEASES

In consideration of the sum of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, Velda D. Pugh and Robert O. Kinsey (hereinafter "Assignor"), hereby assigns to COMPASS BANK (hereinafter called "Assignee"), whose address is 15 South 20th Street, Birmingham, Alabama, 35233, and to its successors and assigns, all right, title, interest, claim and demand of the Assignor in, to and under those certain leases, covering all or a portion of certain real estate located at 2344 Valleydale Road, Birmingham, AL 35242, including all extensions of the terms thereof, renewals or replacements of, and amendments to any and all leases, as well as any additional leases hereinafter executed, together with all rents, issues and profits and other amounts of every kind payable by the various tenants under the provisions of any and all leases wherein Assignor is Lessor. The complete legal description of said real estate is contained in the Mortgage hereinafter described.

This assignment shall also cover any and all leases executed subsequent to this Assignment. It shall also cover and apply to any existing or future amendments, supplements, or modifications, of each of the aforesaid leases, and to any short or memorandum form of said leases executed for recording purposes.

This assignment is given as security for performance of all obligations of Lessor and as additional security for payment of a Mortgage loan of Three Hundred Twenty Thousand and No/100 Dollars (\$320,000.00), made to Assignor on even date herewith, represented by a Note and Mortgage securing the same, each of which is executed simultaneously herewith, covering the leased real estate and improvements. Acceptance of this assignment shall not impair, affect, or modify any of the terms and conditions of said Note or the Mortgage securing same.

This assignment is absolute and is effective immediately and includes any extensions or renewals of the said leases. However, notwithstanding that this assignment is effective immediately, still, until notified by the Assignee in writing that an event of default has occurred under the terms and conditions of the above described Note or Mortgage, lessees shall continue to pay to the Assignor the rentals coming due under said leases as and when they accrue according to the terms contained therein, it being understood, however, that in no event shall Assignor collect rent for more than 30 days in advance.

Assignee shall not be liable for failure to collect rentals or failure to enforce performance by the lessees.

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1998-35335

Assignee may, at its option, although it shall not be obligated so to do, perform any lease covenant for and on behalf of the Assignor and may recover any money advanced for any such purpose from Assignor on demand, with interest at the maximum rate set out in the said Note from date of advancement, and may reimburse itself for amounts so advanced, with interest, from any rents collected and if not so repaid, then any balance shall be added to said Mortgage debt and shall be secured by said Mortgage. Likewise Assignee may, at its option, exercise any option or election for and on behalf of Assignor.

Assignor represents that the said leases are in full force and effect according to the terms contained therein; that they have not been amended or modified except as set forth herein; that Assignor is not in default thereunder; that Assignor has not sold, assigned, pledged, or encumbered the said leases or rentals; that Assignor has not heretofore given its consent that the lessees may make alterations or improvements or its consent to an assignment of the leases by the lessees; that Assignor holds no deposit or other security for performance by lessees; and that rent has not been paid for more than 30 days in advance.

Assignor further agrees that hereafter it will not amend, modify, cancel or accept surrender of the said leases nor attempt to do so, nor will it enter into, or attempt to enter into, any new leases, nor will it give its consent that the lessees may make alterations or improvements or that the lessee may assign such leases, without, in each case, first obtaining the express written consent of the Assignee.

Rentals and other sums (if any) paid to and received by the Assignee shall be held, without allowance of interest, and shall be applied by it for the following purposes, the priority and application of such funds being within the sole discretion of the Assignee:

- (1) to the payment of principal and interest installments on the Mortgage loan as and when the same become due and payable;
- (2) to the making of any required deposits in an escrow fund for the future payment of taxes, assessments and insurance premiums;
- (3) to the payment to Assignee of all other sums due it under its said Note and Mortgage, under this assignment or under any of the Loan Documents (as defined in the Loan Agreement of even date herewith);
- (4) any amount not applied as above provided and remaining in the hands of the Assignee may, at its option, on the first day of December of each year be refunded to the

Assignors.

The covenants herein contained shall bind, and the benefit and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used herein the singular number shall include the plural, the plural the singular, and use of any gender shall include all genders.

Executed as of this 4th day of September, 1998.

ASSIGNOR:

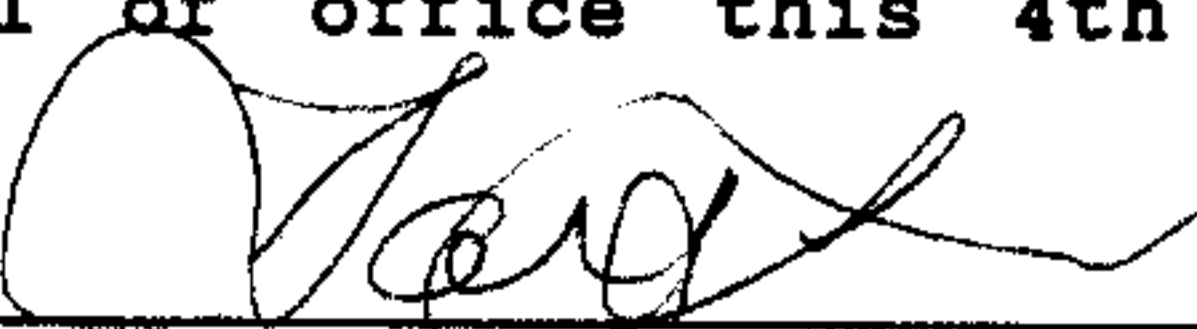

Velda D. Pugh


Robert O. Kinsey

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Velda D. Pugh and Robert O. Kinsey, 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 instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 4th day of September, 1998.



NOTARY PUBLIC

MY COMMISSION EXPIRES: 8/19/99

PREPARED BY:
Harold H. Goings
SPAIN & GILLON, L.L.C.
The Zinszer Building
2117 Second Avenue North
Birmingham, Alabama 35203
(205) 328-4100

Inst # 1998-35335

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