

ASSIGNMENT OF RENT AND LEASES

THIS AGREEMENT made this 16th day of December, 1998,
by and between Ronnie Morton ("ASSIGNOR")
and Union State Bank ("ASSIGNEE")

WITNESSETH:

FOR VALUE RECEIVED and as additional security for the payment
of any and all indebtedness owed by ASSIGNOR to ASSIGNEE including
that certain note in the amount of Six hundred five thousand
one hundred ninety one and 50/100----
DOLLARS (\$ 605,191.50) executed by the ASSIGNOR to the ASSIGNEE
(the "note") and as additional security for the performance of all
of the terms, conditions and obligations on the part of the
ASSIGNOR contained in that certain MORTGAGE (the "Mortgage")
of even date herewith covering the property described herein
and securing said note, ASSIGNOR hereby transfers the rents,
issues, profits, revenues, royalties, rights and bebfits from
the following described property, lying and being situated in
Shelby County County, Alabama.

SEE ATTACHED EXHIBIT "A" for legal description

The ASSIGNOR hereby assigns and sets over unto the ASSIGNEE any
and all leases now or hereafter existing covering said premises
or any part thereof.

It is specifcally agreed and understood that terms "rents",
"issues", "profits", Revenues", "royalties", "rights", and
"benifits" hereinabove used specifically include all such benefits
whether specifically included in said lease and include all
after-acquired leases of said premises hereinabove described and
all other benefits acquired before or after the execution of
this assignment.

It is understood and agreed that ASSIGNOR may continue to
collect said rents as they become due and that the ASSIGNEE will
not make demand therfore nor collect the same unless and until
there has been a default in any payments evidenced by the Note
executed by the ASSIGNOR to ASSIGNEE or default in ~~any~~ of the

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covenants and agreements contained in the Mortgage or covenants and agreements contained herein or in any of the loan documents.

The ASSIGNOR hereby warrants and represents that ASSIGNOR is the owner of said leases and that said leases are free from any other pledge, assignment or lien and that the rent due thereunder is current and that no rents due in the future have been prepaid or anticipated and that ASSIGNOR will not permit the tenants under said leases to pay more than one month's rent in advance unless approved by ASSIGNEE, nor permit the payment of rent in any medium other than lawful money of the United States of America, nor anticipate, discount, compromise, forgive, encumber, pledge, or assign the rents or any part thereof or any lease or any interest therein and will not amend, alter, modify, terminate or accept a surrender of any lease of said premises without the written consent of the ASSIGNEE, its successors and assigns.

ASSIGNOR hereby authorizes the ASSIGNEE to give notice in writing of this assignment and of any default specified above at any time to any tenant under any or all said leases, and does hereby direct any and all tenants under the aforesaid leases, upon notice of default, to pay such rents as are then or shall thereafter become due, to ASSIGNEE, its successors or assigns. ASSIGNOR hereby authorizes and empowers ASSIGNEE to collect and give valid receipt for all rents as they shall become due.

ASSIGNOR hereby authorizes and empowers ASSIGNEE upon any default by ASSIGNOR to collect the rents, issues, profits, revenues, royalties, rights, and benefits after the same shall become due, upon demand for payment therefore by the ASSIGNEE, its successors and assigns.

Violation of any of the covenants, representations and provisions contained herein by the ASSIGNOR shall be deemed a default under the terms of said Note and Mortgage.

The term of this assignment shall terminate and this assignment shall be and become null and void upon payment in full to the ASSIGNEE of all indebtedness owed by ASSIGNOR to ASSIGNEE pursuant to said Note.

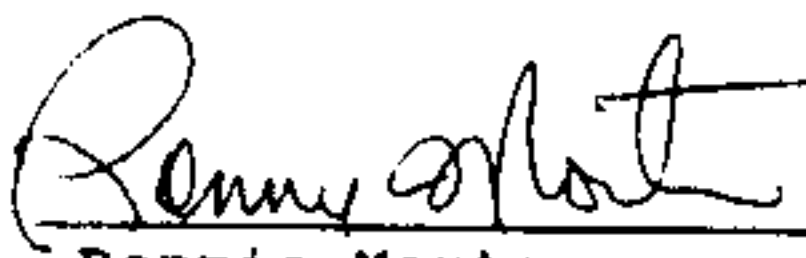
Nothing herein contained shall be construed as making the ASSIGNEE, its successors and assigns, a mortgagee in possession

or imposing the duties of the lessor unless, after Default in in the Mortgage or Note executed by the ASSIGNOR to ASSIGNEE for which this is security, the ASSIGNEE, at its option, should elect to assume the duties and priveleges of the lessor, nor shall the ASSIGNEE be liable laches or failure to collect said rents, issues, profits, revenues, royalties, rights, and benefits and its is understood and agreed that the ASSIGNEE is to account only for such actually collected by it.

The acceptance of this agreement by ASSIGNEE shall not be construed as a waiver by it of any of its rights under the terms of the Note and the Mortgage, or of its rights to enforce payment of the indebtedness of aforementioned in strict accordance with the terms and provisions of the Note and Mortgage.

All covenants and agreements herein contained on the part of either party shall apply to and bind their respective heirs, executers, admiistrators, personnal representatives, sucessors, and assigns.

IN WITNESS WHEREOF, the said ASSIGNOR has hereunto set his hand and seal, this 16th day of December, 1998.

 (SEAL)
Ronnie Morton
____ (SEAL)
____ (SEAL)
____ (SEAL)

STATE OF Alabama)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public, State at Large, in said State, hereby certify that Ronnie Morton whose name(s) is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 16th day of Dec., 1998.


NOTARY PUBLIC

EXHIBIT "A"

A Parcel of land located in the SE 1/4 - NW 1/4 of Section 15, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of SE 1/4 of NW 1/4 of said Section 15; thence South 56 degrees 53 minutes, 17 seconds East to the point of intersection of the Southerly line of a 100 foot wide CSX Transportation Railroad R.O.W. and the Easterly line of State Highway #261, (80 foot R.O.W.), said point lying on a curve to the right having a radius of 1472.69 feet, a central angle of 6 degrees, 06 minutes, 34 seconds and subtended by a chord which bears South 2 degrees, 06 minutes, 28 seconds West a distance of 156.96 feet; thence along the arc of said curve and said R.O.W. line a distance of 157.03 feet to the end of said curve; thence South 7 degrees, 31 minutes, 01 seconds West along said R.O.W. line (non-tangent) to aforesaid curve) a distance of 46.44 feet to the POINT OF BEGINNING; thence continue along last described course and said R.O.W. line a distance of 106.41 feet; thence leaving said R.O.W. line, South 83 degrees, 44 minutes, 25 seconds East a distance of 68.12 feet; thence South 6 degrees, 15 minutes, 35 seconds West a distance of 142.61 feet; thence South 83 degrees, 44 minutes, 25 seconds East a distance of 80.00 feet; thence North 6 degrees, 15 minutes, 35 seconds East a distance of 165.00 feet; thence North 83 degrees, 44 minutes, 25 seconds West a distance of 10.00 feet; thence North 6 degrees, 15 minutes, 35 seconds East a distance of 84.00 feet; thence North 83 degrees, 44 minutes, 25 seconds West a distance of 135.78 feet to the POINT OF BEGINNING.

Minerals and mining rights excepted.

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