

ASSIGNMENT OF RENT AND LEASES

THIS AGREEMENT made this 2nd day of March, 1999,
by and between Ronnie Morton, a married man ("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 Fifty two thousand six hundred
and 00/100
DOLLARS (\$ 52,600.00) 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
Shelby County, Alabama.

See Exhibit "A" attached hereto and made a part hereof.

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, successors,
and assigns.

IN WITNESS WHEREOF, the said ASSIGNOR has hereunto set his
hand and seal, this 2nd day of March, 1999.



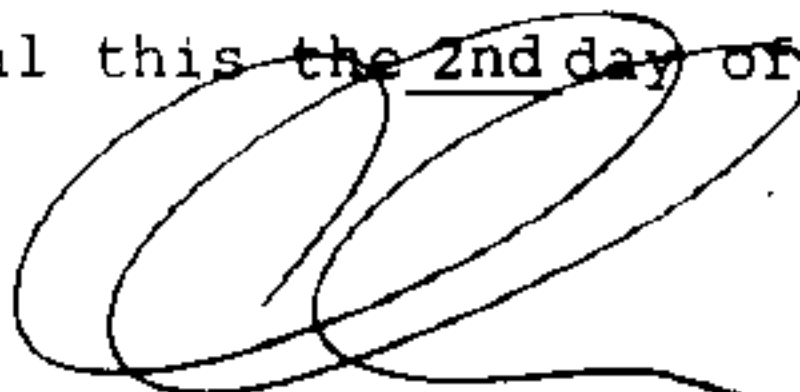
Ronnie Morton (SEAL)

(SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF Alabama)
COUNTY OF Shelby)

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 2nd day of Mar., 1999.



NOTARY PUBLIC

EXHIBIT "A"

Part of the SE 1/4 of the NW 1/4 of Section 15, Township 20, Range 3 West, in Shelby County, Alabama, more particularly described as follows:

Commence at the SW corner of Lot 1 of Old Town Helena as recorded in Map Book 22, Page 26, in Shelby County, Alabama; thence North 3 degrees 18 minutes 44 seconds West along the westerly boundary line of Lots 1-8 of said Old Town Helena, a distance of 227.17; thence South 86 degrees 41 minutes 16 seconds West a distance of 12 feet to a point, said point being the SW corner of Lot 9 of said Old Town Helena; thence South 69 degrees 33 minutes 59 seconds West a distance of 278.32 feet to the point of beginning; thence South 5 degrees 40 minutes 17 seconds West and run a distance of 99.29 feet to the North R.O.W. of Lake Davidson Lane; (50 feet R.O.W.) thence North 84 degrees 19 minutes 43 seconds West and along said R.O.W. run a distance of 90.0 feet; thence North 5 degrees 40 minutes 17 seconds East and leaving said R.O.W. run a distance of 99.29 feet; thence South 84 degrees 19 minutes 43 seconds East and run a distance of 90.0 feet to the point of beginning.

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