

This instrument prepared by:

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1400 SouthTrust Tower
Birmingham, Alabama 35203

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES (the "Assignment") is made as of the 27 day of August, 1999 by **C & M DEVELOPMENT, L.L.C.**, an Alabama limited liability company, whose address is P.O. Box 91, Montgomery, Alabama 36101, Attention: Mr. Mike Jenkins, **JENKINS DEVELOPMENT COMPANY, L.L.C.**, an Alabama limited liability company, whose address is P.O. Box 91, Montgomery, Alabama 36101, Attention: Mr. Mike Jenkins, and **SUPER-STEP DEVELOPMENT CORPORATION**, an Alabama corporation, whose address is P.O. Box 91, Montgomery, Alabama 36101, Attention: Mr. Mike Jenkins (hereinafter referred to each singularly as a "Borrower" and collectively as the "Borrowers") in favor of **SOUTHTRUST BANK, NATIONAL ASSOCIATION**, a national banking association (the "Bank"). As used in this Assignment, except as otherwise defined herein or unless the context may clearly require to the contrary, all capitalized words and phrases shall have the meaning attributed to them in that certain Credit Agreement of even date herewith among the Borrowers and the Bank (as amended from time to time, the "Credit Agreement").

FOR VALUE RECEIVED, each Borrower hereby sells, assigns, transfers and sets over unto Bank, its successors and assigns, 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 Mortgaged Property described in Schedule "A-1" attached hereto, and the improvements located or to be located thereon, and each modification, extension, renewal and guarantee thereof (collectively, the "Assigned Leases"), including, without limitation, all the rents, issues, and profits now due and which may hereafter become due (collectively, the "Rents") under or by virtue of the Assigned Leases, together with all claims and rights to the payment of money at any time arising in connection with any rejection or breach of any of the Assigned Leases under Bankruptcy Law, including without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by a tenant or trustee in respect of the leased premises following the entry of an order for relief under the Bankruptcy Law in respect of a tenant and all rentals and charges outstanding under the Assigned Lease as of the date of entry of such order for relief.

If an Event of Default shall have occurred, the Bank shall have the rights and remedies provided for under the other Loan Documents and under applicable Law.

This Assignment shall be binding upon the Borrowers, their successors and assigns and subsequent owners of the Mortgaged Property, or any part thereof, and shall inure to the benefit of Bank, its successors and assigns and any holder of any Note.

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Inst # 1999-38612

09/15/1999-38612
10:07 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 HNS 24.50

IN WITNESS WHEREOF, this Assignment has been duly executed as of the day and year first above written.

C & M DEVELOPMENT, L.L.C.,
an Alabama limited liability company

By: Tommy B. Andread
Its: MGR

JENKINS DEVELOPMENT COMPANY, L.L.C.,
an Alabama limited liability company

By: Tommy B. Andread
Its: MGR

SUPER-STEP DEVELOPMENT CORPORATION,
an Alabama corporation

By: Tommy B. Andread
Its: CFO & Sec

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Tommy B. Andread, whose name as Manager of C & M Development, L.L.C., an Alabama limited liability company, 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 said instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 27 day of August, 1999.

Elizabeth A. Conroy (SEAL)
Notary Public
My Commission Expires: 1/10/2001

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that TOMMY G. ANDRESON, whose name as Manager of Jenkins Development Company, L.L.C., an Alabama limited liability company, 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 said instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 27 day of August, 1999.

Elizabeth A. Conway (SEAL)
Notary Public
My Commission Expires: 1/10/2001

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that TOMMY ANDREDAJ, whose name as CFO of Super-Step Development Corporation, an Alabama corporation, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 27 day of August, 1999.

Elizabeth A. Conway (SEAL)
Notary Public
My Commission Expires: 1/10/2001

SCHEDULE "A-1" TO ASSIGNMENT OF RENTS AND LEASES
(DESCRIPTION OF MORTGAGED PROPERTY, LAND & IMPROVEMENTS)

All of the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, including replacements and additions thereto (herein referred to collectively as the "Mortgaged Property"):

(a) All those certain tracts, pieces or parcels of land, and interests in land, located in Shelby County, Alabama, Montgomery County, Alabama, and Houston County, Alabama more particularly described in Exhibits A-1 through A-3 attached hereto and by this reference made a part hereof (the "Land");

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, cleaning apparatus, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by any Borrower and which are or shall be attached to said buildings, structures or improvements, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements");

(c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Mortgaged Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by any Borrower; and

(d) All rents, issues, profits, revenues and proceeds from any sale or other disposition of the Mortgaged Property, or any part thereof, from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Borrowers of, in and to the same.

EXHIBIT "A-1" TO ASSIGNMENT OF RENTS AND LEASES
(DESCRIPTION OF PELHAM, ALABAMA LAND)

A parcel of land located in the Southwest Quarter of Section 31, Township 19 South, Range 2 West and the Northwest Quarter of Section 6, Township 20 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Southeast corner of the Southwest Quarter of Section 31; thence run North along the quarter line 506.79 feet; thence left $121^{\circ}25'36''$, 1325.96 feet to the point of beginning; thence continue along the same course Southwesterly 87.36 feet; thence right $39^{\circ}39'13''$, 251.74 feet to the Easterly right of way of U.S. Highway 31; thence right $90^{\circ}00'$, 415.25 feet Northerly along said R.O.W.; thence right $90^{\circ}00'$, 319.00 feet; thence right $90^{\circ}00'$, 359.51 feet to the point of beginning.

EXHIBIT "A-2" TO ASSIGNMENT OF RENTS AND LEASES
(DESCRIPTION OF DOTHAN, ALABAMA LAND)

One lot or parcel of land in the City of Dothan, Houston County, Alabama, as surveyed by Branton Land Surveyors as per plat dated 2-1-94, and being more particularly described as follows:

Beginning at an existing iron pipe and fence on the North R/W of Carroll Street (60' R/W) marking the intersection of the West line of the SW ¼ of the SW ¼ of Section 26, Township 3 North, Range 26 East and from said point run North 01°36'01" West along said fence and the West line of said forty a distance of 243.99 feet to an existing iron pipe and the SW corner of the Ace Hardware Property; thence North 42°07'00" East along the Southerly line of the Ace Hardware Property a distance of 369.15 feet to an existing iron pipe on the Southwesterly R/W of the Ross Clark Traffic Circle (250' R/W); thence South 43°45'20" East along said R/W a distance of 200 feet to a set iron pipe; thence South 42°07'00" West a distance of 418.77 feet to a set iron pipe; thence South 01°36'01" East a distance of 65.41 feet to a set iron pipe on the North R/W of the above mentioned Carroll Street; thence North 89°34'00" West along said R/W a distance of 100 feet to the point of beginning. Said land being located in the above mentioned forty.

EXHIBIT "A-3" TO ASSIGNMENT OF RENTS AND LEASES
(DESCRIPTION OF MONTGOMERY, ALABAMA LAND)

Commence at the Southeast corner of the Southwest Quarter of Section 14, Township 16 North, Range 19 East, Montgomery County, Alabama; thence run along the North-South half section line of said Section 14, North 00°14'32" East, 1320.54 feet to an iron pin; thence North 00°18'09" East, 662.95 feet to an iron pin and the point of beginning; thence North 99°46'46" West, 320.67 feet to an iron pin; thence North 00°20'19" East, 376.09 feet to an iron pin lying on the South right of way of Highway 80; thence run along said right of way North 88°41'43" East, 320.06 feet to an iron pin; thence leave said right of way and run South 00°13'42" West, 384.62 feet to the point of beginning.

Said described property lying in the Southwest Quarter of Section 14, Township 16 North, Range 19 East, Montgomery County, Alabama.

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