

AGREEMENT FOR ASSUMPTION OF INDEBTEDNESS

Loan No.: CDC 875 758 3007 BIR

THIS AGREEMENT, made this 1st day of November, 1999.

WITNESSETH:

WHEREAS, the Small Business Administration, an agency and instrumentality of the United States of America (hereinafter designated "Lender"), is the owner and holder of certain instruments executed by Homeland Assisted Living Facility, LLC., Timothy H. Hicks, Individually, and Debra L. Hicks, Individually (hereinafter designated "Transferor", whether one or more), originally in favor of Southern Development Council, Inc. and assigned to Lender, identified as follows:

PROMISSORY NOTE

Date: September 3, 1996

SECURITY INSTRUMENT(S)

Real Property Mortgage dated September 3, 1996, executed by Timothy H. Hicks and Debra L. Hicks, individually and as husband and wife, and Homeland Assisted Living Facility, L.L.C., in favor of Southern Development Council, Inc., and filed for record on September 30, 1996, in Real Property Book 1996, at page 32059, et seq. in the Office of the Judge of Probate of Shelby County, Alabama, and assigned to the U.S. Small Business Administration in that certain Assignment of Note and Security, files for record on September 30, 1996 as Instrument # 1996-32061 in the Office of Judge of Probate of Shelby County, Alabama;

Assignment of Leases and Rents dated September 3, 1996 executed by Timothy H. Hicks and Debra L. Hicks in favor of Southern Development Council, Inc., and filed for record on September 30, 1996, in Real property Book 1996 at page 32060 et seq. in the Office of Judge of Probate of Shelby County, Alabama, and assigned to the U.S. Small Business Administration in that certain Assignment of Note and Security, files for record on September 30, 1996 as Instrument # 1996-32061 in the Office of Judge of Probate of Shelby County, Alabama.

Amount: \$171,000.00

GUARANTOR(S)

none

WHEREAS, Doris E. Shockley (hereinafter designated as "Transferee" whether one or more), by a certain conveyance executed by the Transferor, has acquired the property covered by the above-described Security Instrument(s), said conveyance being subject to the lien created in said instrument(s);

NOW, THEREFORE, in consideration of the conveyance of said property to the Transferee and the consent of Lender to said conveyance, it is hereby agreed as follows:

1. Transferee hereby assumes payment of the unpaid balance of said Note and said indebtedness now held by the Lender;
2. Transferee agrees that payment of the indebtedness shall be in accordance with the terms and conditions of the Promissory Note evidencing the indebtedness, any outstanding agreements of the Transferor pertinent thereto, and the Security Instrument(s), and the Transferee hereby assumes liability for, agrees to comply with, to be bound by, and to perform all covenants and conditions contained in, all of said instruments as if the Transferee had executed such instruments as of the dates thereof as the principal obligor, except to the extent that such instrument(s) evidencing indebtedness, agreements pertaining thereto and security instrument(s) as superseded by instruments executed by the Transferee simultaneously with or subsequent to the date of the execution of this agreement;

01/26/2000-02635
09:30 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CJ1 17.00

Inst # 2000-02635

- IT IS AGREED AND UNDERSTOOD** that assumption of this indebtedness by the Transferee does not relieve the Transferors, Timothy H. Hicks, Individually and Debra L. Hicks, Individually, from personal liability for payment of the indebtedness referred to herein.

Debra L. Hicks
Debra L. Hicks, Individually

TRANSFEREE.
Doris E. Shockley
 Doris E. Shockley, Individually

By: J. NORTH ORR, ASSISTANT DIRECTOR
Commercial Loan Servicing Center-LR

STATE OF ARKANSAS)
)ss.
COUNTY OF PULASKI)

COUNTY OF PULASKI)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J. Martin Orr, Asst. Dir., Commercial Loan Servicing Center, of the Small Business Administration, and the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that the same was the act of the Small Business Administration and that he executed the same as the free act and deed of the Small Business Administration for the purposes and consideration therein expressed and in the capacity therein stated.

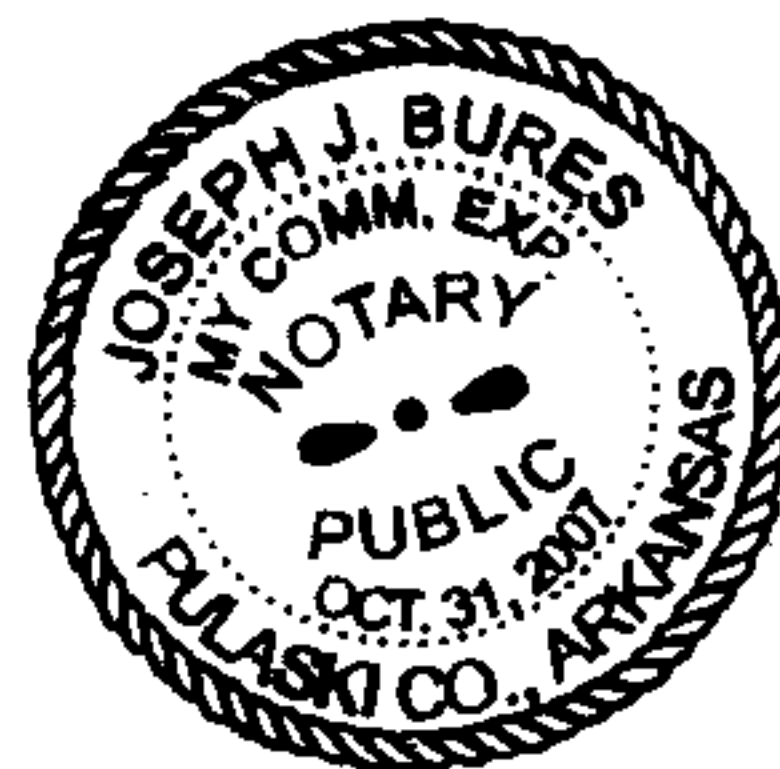
_____ and seal of office this the 29 day of Sept, 1999.

GIVEN UNDER MY HAND and seal of office this the 29 day of Sept, 1999.

My Commission Expires:

Notary Public

Agreement for Assumption of Indebtedness
SBA Loan # CDC 875 758 3007 BIR
Page 2 of 4



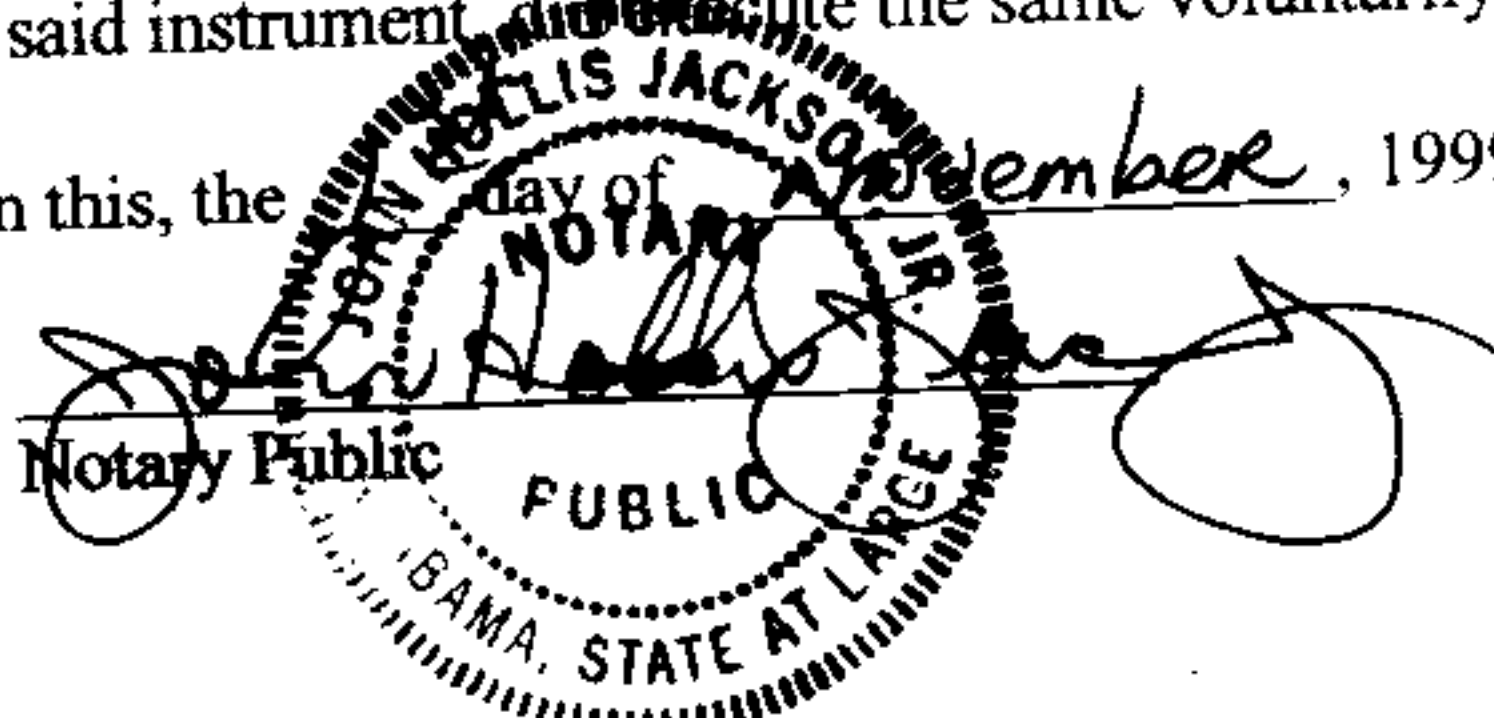
ACKNOWLEDGEMENT

STATE OF ALABAMA

COUNTY OF chilton

I, the undersigned Notary Public in and for said County and State, do hereby certify that **Debra L. Hicks, whose name as Manager, Homeland Assisted Living Facility, L.L.C.,** is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being thoroughly knowledgeable of the contents of the said instrument, ~~he~~ **she** did execute the same voluntarily and with full authority on the date shown.

Given under my hand and official seal on this, the 15th day of November, 1999.



My Commission Expires: 3-25-02

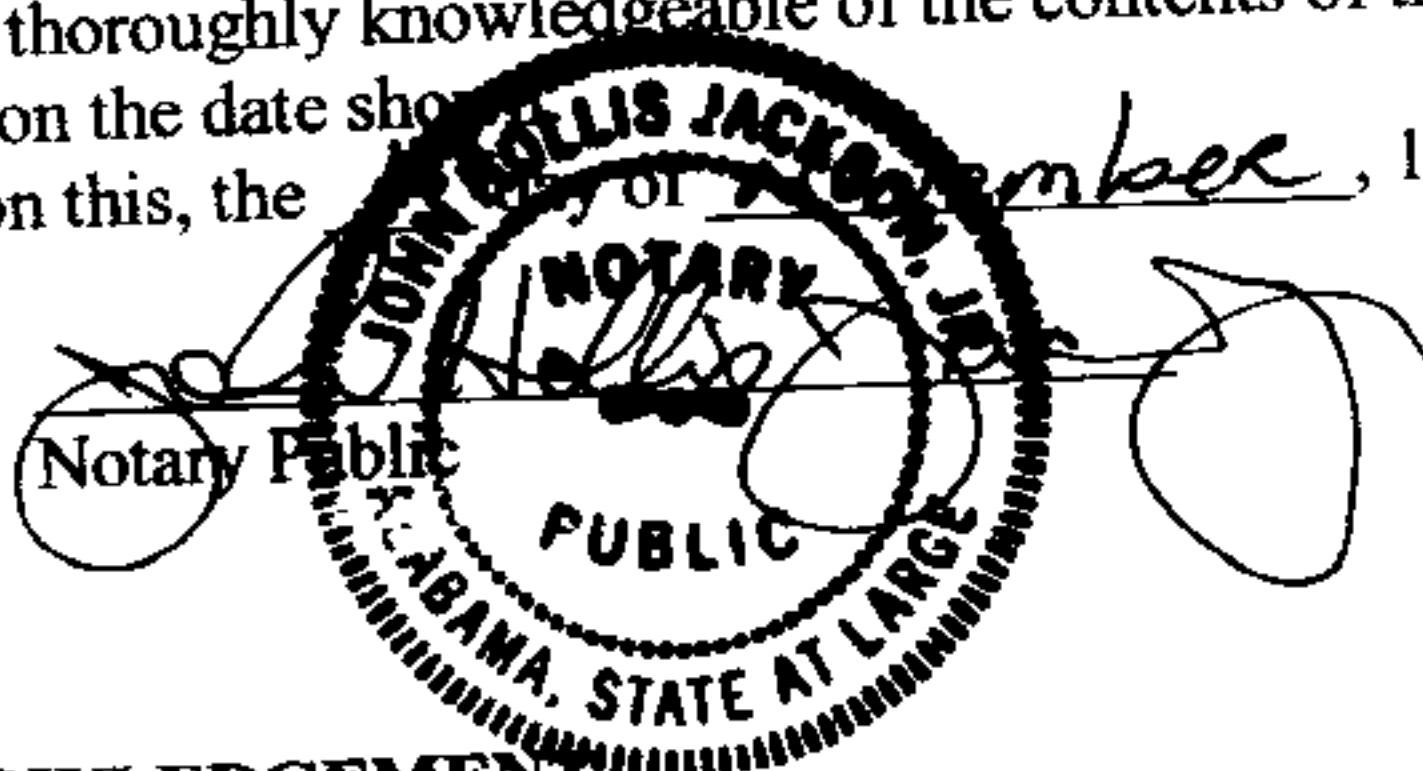
ACKNOWLEDGEMENT

STATE OF ALABAMA

COUNTY OF chilton

I, the undersigned Notary Public in and for said County and State, do hereby certify that **Timothy H. Hicks, Individually,** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being thoroughly knowledgeable of the contents of the said instrument, he did execute the same voluntarily on the date shown.

Given under my hand and official seal on this, the 15th day of November, 1999.



My Commission Expires: 3-25-02

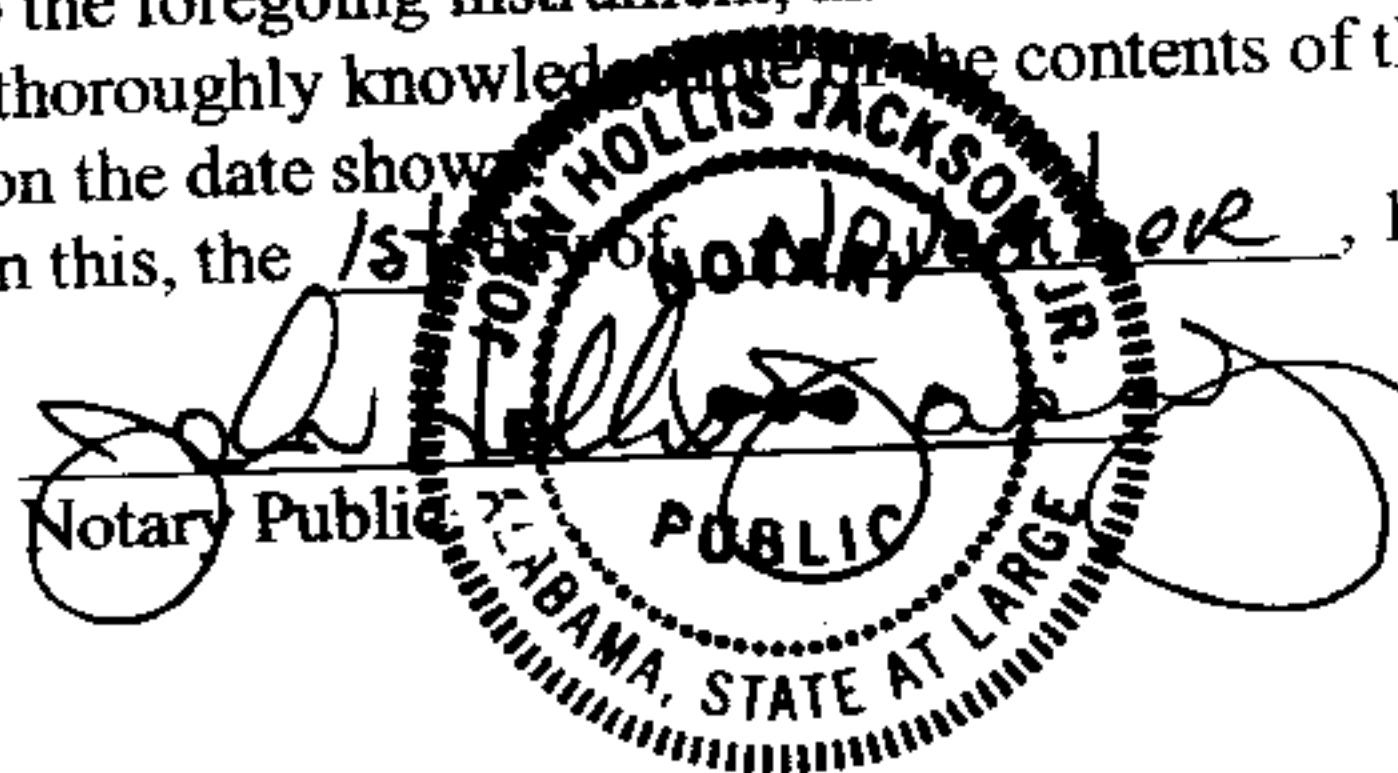
ACKNOWLEDGEMENT

STATE OF ALABAMA

COUNTY OF chilton

I, the undersigned Notary Public in and for said County and State, do hereby certify that **Debra L. Hicks, Individually,** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being thoroughly knowledgeable of the contents of the said instrument, he did execute the same voluntarily on the date shown.

Given under my hand and official seal on this, the 15th day of November, 1999.



My Commission Expires: 3-25-02

ACKNOWLEDGEMENT

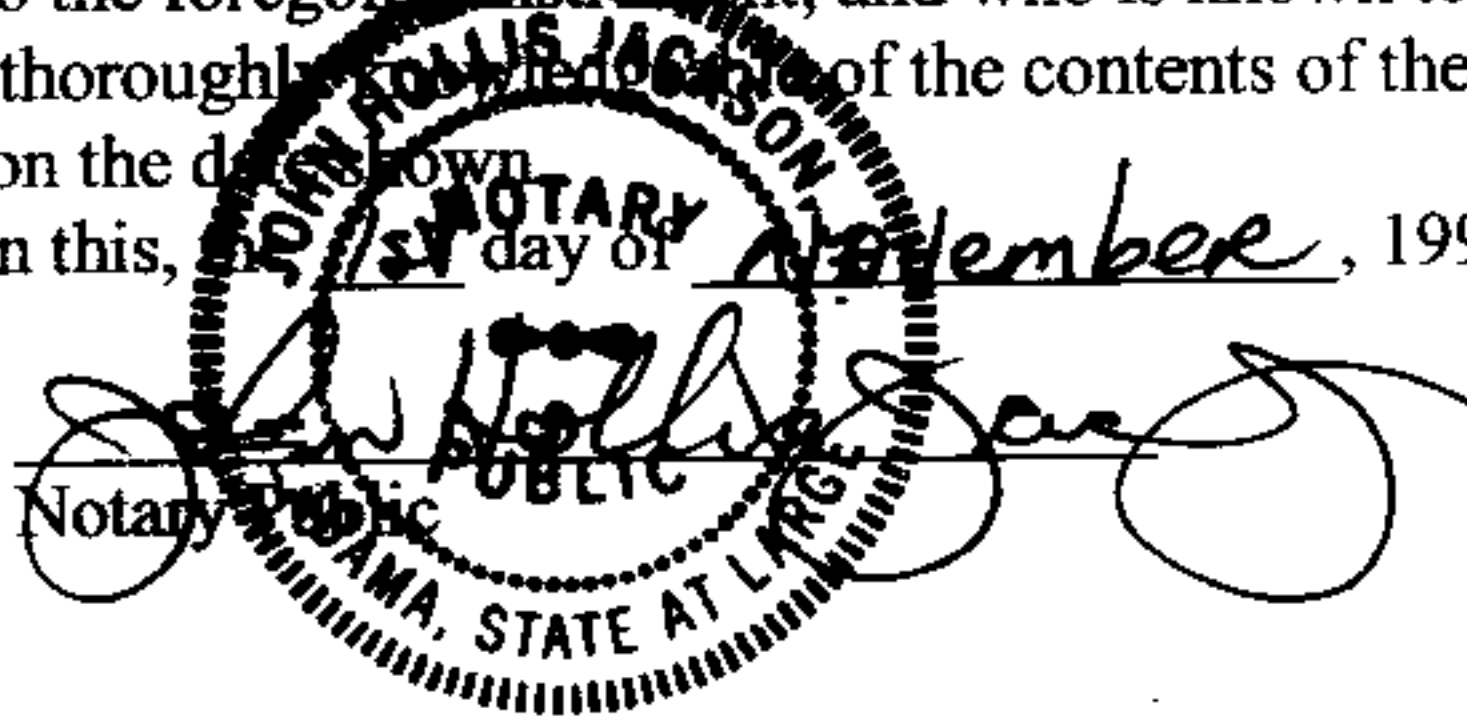
STATE OF ALABAMA

COUNTY OF Chilton

I, the undersigned Notary Public in and for said County and State, do hereby certify that **Doris E. Shockley, Individually**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being thoroughly apprised of the contents of the said instrument, he did execute the same voluntarily on the date shown.

Given under my hand and official seal on this, 15 day of November, 1999.

My Commission Expires: 3-25-02



This document prepared by:

Tamara Y. Lee
Southern Development Council
8132 Old Federal Road
Montgomery, AL 36117
(334)244-1801

Inst # 2000-02635

01/26/2000-02635
09:30 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CJ1 17.00