

ASSIGNMENT OF LOAN DOCUMENTS

SECTION 1 - DEFINITIONS

The following capitalized, italicized terms shall be definitions for the purpose of this instrument and shall have the meanings set forth:

Assignor: **Compass Bank**, an Alabama banking corporation (herein called "*Compass*")

Assignee: **Protective Life Insurance Company**, a Tennessee corporation (herein called "*Protective*")

Borrower: **Morning Sun Villas, L.L.C.**, an Alabama limited liability company

Recording Office: Office of the Judge of Probate for Shelby County, Alabama

Assignment

Assignor, Compass, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, assign and transfer unto Assignee, Protective, its successors and assigns, all of the right, title and interest of Assignor, without recourse except for breach of a representation or warranty set forth below, in and to the following Loan Documents which encumber the real property more particularly described on Exhibit A attached hereto and made a part hereof:

1. Promissory Note in the face amount of \$9,600,000, dated December 18, 1998, as amended by First Modification to Note dated as of December 18, 2000.

2. Mortgage, Assignment of Rents and Leases and Security Agreement, dated December 18, 1998, recorded in Volume 1998, at Page 51183

Also assigned hereby are any and all other documents and instruments currently evidencing or securing the indebtedness set forth in the foregoing Loan Documents.

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09:40 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MEL 20.00

Inst # 2001-01349

Representations and Warranties of Assignor

To induce Assignee to purchase by assignment the aforesaid Promissory Note, Mortgage and the other Loan Documents, Assignor does hereby represent, certify and warrant to, and covenant with Assignee as follows:

1. Assignor is the sole owner and holder of the Loan Documents assigned hereby, has good and marketable title to said Loan Documents and has the unfettered right and authority to sell, convey and assign said Loan Documents.
2. There have been no amendments or modifications to any of the Loan Documents which have not been disclosed to Assignee and not included in the assigned Loan Documents.
3. There are no known or asserted claims, offsets or counterclaims of Assignor against Borrower or known or asserted claims, offsets, or counterclaims of Borrower against Assignor with respect to the enforcement of the Loan Documents in accordance with their terms.
4. There is no known existing default in any obligation of the Borrower under the Loan Documents. There is no known state of facts which, with the giving of notice, or lapse of time, or both, would constitute a default in any provision of the Loan Documents.
5. Assignor has not released any portion of the security described in the Loan Documents or released, satisfied or canceled any of the said Loan Documents, except the Guaranty of Payment and Performance, dated December 18, 1998, from Jack Fiorella, III, which release is acknowledged by Assignee and is being delivered by the Bank contemporaneously herewith.
6. The full principal amount of the Note has been advanced to Borrower and there are no further advances required by the terms of the Loan Documents.
7. The amount of the outstanding indebtedness evidenced by the Note and secured by the other Loan Documents is as shown on a separate payoff letter delivered to Assignee.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Loan Documents by its authorized officer as of the 10th day of January, 2001.

ASSIGNOR:

Compass Bank, an Alabama banking corporation

By: [Signature]

Its Senior Vice President

STATE OF ALABAMA

COUNTY OF JEFFERSON, to wit:

I, Glynnis F. Sonich, a Notary Public in and for said County in said State, hereby certify that R. Scott Pulliam, whose name as Sr. Vice-President of Compass Bank, an Alabama banking 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 the instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

[Signature]

Notary Public

My Commission expires: 09/10/01

[SEAL]

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