

Assignment of Rent and Leases

This agreement made this 30th day of April, 2001 by and between John L Galbreath, Sr.  
("Assignor") and Union State Bank Birmingham ("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 \$650,000.00 dollars  
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 the  
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  
benefits from the following described property, lying and being situated in Shelby Country,  
Alabama.                      See Exhibit "A"

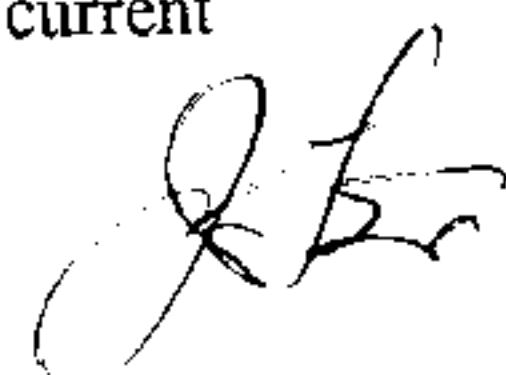
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The ASSIGNOR hereby assigns and sets over unto the ASIGNEE any and all leases now or hereafter  
existing covering said premises or any part thereof.

It is specifically agreed and understood that terms "rents", "issues", "profits", "revenues",  
"royalties", "rights", and "benefits", herein above used specifically include all such benefits whether  
specifically included in said lease and include all after-acquired leases of said premises herein above  
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 ASIGNEE will not make demand ~~therefore~~ 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 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



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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 the 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 become null and void upon payment in full to the ASSIGNEE of all indebtedness owned by ASSIGNOR to ASSIGNEE pursuant to said NOTE.

Nothing herein contained shall be construed as making the ASSIGNEE, its successors and assigns, a mortgage in possession or imposing the duties of the lessor unless, after default 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 privileges of the lessor, nor shall the ASSIGNEE be liable in damages or failure to collect said rents, issues, profits, revenues, royalties, rights, and benefits and it 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 constructed 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 the aforementioned in strict accordance with the terms and provisions of the Note and Mortgage.

A handwritten signature in black ink, appearing to be 'J. L. Smith', is located in the bottom right corner of the document.

All covenants and agreements herein contained on the part of either party shall apply to and bind their respective heirs, executors, administrators, personal representatives, successors, and assigns.

The Witness Whereof, the said ASSIGNOR has hereunto set his hand and seal, this

30th day of April, 2001

  
\_\_\_\_\_  
John L. Galbreath, Sr. (Seal)

State Of Alabama

Country Of Jefferson

I, the undersigned, a notary Public, State at Large, in said State, hereby certify that

John L Galbreath Sr whose name(s) is signed to the foregoing conveyance and who

is know to me, acknowledge before me on this day that being informed of the contents of this

conveyance, he executed the same voluntarily on the same bears date.

Given under my hand and official seal this the 30th day of April 2001

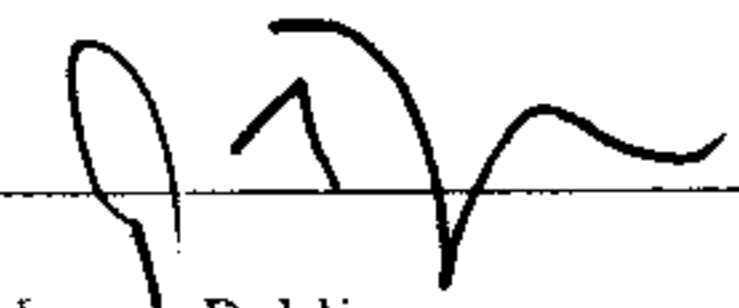
  
\_\_\_\_\_  
Notary Public

Exhibit "A"

DESCRIPTION:

PART OF S.E. 1/4 SECTION 31, TOWNSHIP 19 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID 1/4 SECTION; THENCE RUN EAST ALONG THE SOUTH LINE OF SAME FOR 1,826.71 FEET; THENCE 122° 59' 53" LEFT AND RUN NORTHWESTERLY FOR 399.97 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF OAK MOUNTAIN PARK ROAD; THENCE CONTINUE NORTHWESTERLY ALONG THE SAME COURSE FOR 846.69 FEET; THENCE 91° 18' 39" RIGHT AND RUN NORTHEASTERLY FOR 152.01 FEET; THENCE 90° 00' LEFT AND RUN NORTHWESTERLY FOR 349.02 FEET; THENCE 90° 00' LEFT AND RUN SOUTHWESTERLY FOR 160.00 FEET; THENCE 88° 41' 21" RIGHT AND RUN NORTHWESTERLY FOR 25.0 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ALABAMA HIGHWAY 119; THENCE 91° 18' 39" RIGHT AND RUN NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE FOR 253.07 FEET; THENCE 14° 02' 10" RIGHT AND CONTINUE NORTHEASTERLY FOR 9.51 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF A COUNTY ROAD; THENCE 30° 57' 50" RIGHT AND RUN EASTERLY ALONG SAID RIGHT OF WAY LINE FOR 62.56 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY; THENCE 45° 00' RIGHT AND RUN SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE FOR 390.67 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY; THENCE 90° 00' LEFT AND RUN NORTHEASTERLY FOR 575.98 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF I-65 SERVICE DRIVE; THENCE 86° 19' 31" RIGHT AND RUN SOUTHEASTERLY ALONG SAID RIGHT OF WAY FOR 142.98 FEET; THENCE 22° 07' 10" RIGHT AND RUN SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE FOR 266.08 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 3,579.72 FEET AND SUBTENDING A CENTRAL ANGLE OF 3° 16' 07"; THENCE 8° 19' 34" RIGHT TO THE CHORD OF SAID CURVE AND RUN SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE FOR 35.15 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE AND SAID RIGHT OF WAY LINE FOR A DISTANCE OF 169.07 FEET TO THE END OF SAID CURVE; THENCE FROM SAID CHORD, 9° 37' 54" LEFT AND RUN SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 46.32 FEET TO A POINT; THENCE TURN AN ANGLE TO THE RIGHT OF 95° 36' 03" AND RUN SOUTHWESTERLY FOR 240.53 FEET TO A POINT; THENCE TURN AN ANGLE TO THE RIGHT OF 95° 08' 53" AND RUN NORTHWESTERLY 128.03 FEET TO A POINT; THENCE TURN AN ANGLE TO THE RIGHT OF 64° 24' 19" AND RUN NORTHWESTERLY 250.0 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 39,778.6 SQUARE FEET OR .9132 ACRES, MORE OR LESS.

ELEVATION DATUM IS NGVD 1929

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