
ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES, made as of the 28th day of October, 2003, is by GREENBRIAR, LTD., an Alabama Limited Partnership, JANET FARRIS STANDRIDGE, a married woman, MARY FARRIS ROENSCH, a married woman, and JOANNE FARRIS ENCK, a married woman, and MARY FARRIS ROENSCH, JANET FARRIS STANDRIDGE, and JOANNE FARRIS ENCK, AS SUCCESSOR TRUSTEES UNDER THE LAST WILL AND TESTAMENT OF ANNIE L. SCOTT, DECEASED (hereinafter collectively called the "Fee Owner"), and by GREENBRIAR, LTD., an Alabama Limited Partnership (hereinafter called the "Borrower"), all of whose address is 561 First Street North, Alabaster, Alabama 35007, Attn: Mary F. Roensch, in favor of FIRST COMMERCIAL BANK, a State Bank (hereinafter called "Lender"), Mortgagee, whose address is 800 Shades Creek Parkway, Birmingham, Alabama 35209, Attn: Alison Robinson.

I. RECITALS

WHEREAS, this Assignment is made as additional security for a loan by Lender to Borrower in the principal amount of Six Hundred Thousand and No/100 Dollars (\$600,000.00) (the "Loan"). The Loan is evidenced by a Promissory Note of even date herewith executed and delivered by Borrower to Lender in said amount (as the same may hereafter be extended, renewed, modified or amended, the "Note"). The Loan is secured by the real property more particularly described on Exhibit "A" attached hereto and the improvements located thereat (collectively, the "Property"); and

WHEREAS, JANET FARRIS STANDRIDGE, MARY FARRIS ROENSCH, and JOANNE FARRIS ENCK own an interest in the Borrower, and each will benefit substantially in the development of the Property made possible by the Loan to the Borrower.

II. GRANTING CLAUSE

In consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration and to secure the payment of the Note and any and all renewals, extensions, modifications, and replacements thereof, and to assure performance of the agreements contained herein and in the Loan Documents, Fee Owner and Borrower hereby assigns to Lender (the fullest extent assignable), Fee Owner's and Borrower's right, title and interest (if any) in:

(a) Any and all Lease Agreements entered into between the Fee Owner and/or Borrower, as lessor, and various parties, as lessee, (the "Leases"), copies of which will be provided to Lender upon execution, together with any other oral and written leases and other agreements for the use or occupancy made or agreed to by, any person or entity (including, without limitation of the foregoing, Fee Owner and/or Borrower and Lender under the powers granted herein) and any and all amendments, extensions, renewals, modifications and replacements thereof pertaining to allow any part of the Property, whether such leases or other agreements have been heretofore or are hereafter made or agreed to (such leases and other use and occupancy agreements being collectively referred to herein as the "Leases");

(b) The rents, issues and profits and any other payments by any and all lessees under the Leases in addition to rent (collectively the "Rents") which may hereafter become due pursuant to any of the Leases pertaining to all or any part of the Property;

Corley Monroe

(c) Any and all moneys, awards or other payments made or payable by any and all lessees under the Leases in lieu of rent, including, but not limited to, any damages (all such moneys, awards or payments, including, but not limited to, damages, are collectively referred to herein as the "Damages") which may hereafter become due pursuant to any of the Leases pertaining to all or any part of the Property;

(d) All rights, powers, privileges, options and other benefits (collectively the "Rights") of Fee Owner and/or Borrower under the Leases, including without limitation of the foregoing:

(i) the immediate and continuing right to receive and collect all insurance proceeds, condemnation awards, moneys and security deposits or the like pursuant to any of the provisions thereof, whether as rents or otherwise (except sums payable directly to any person other than the lessor thereunder);

(ii) the right to make all waivers and agreements, including waivers of obligations of lessees;

(iii) the right to give all notices, permissions, consents and releases, including consent to the subordination of the interest of a lessee;

(iv) the right to take such action upon the happening of a default under the Leases (including the commencement, conduct and consummation of proceedings at law or in equity) as shall be permitted under any provisions of the Leases or by law;

(v) the right to do any and all other things whatsoever which Fee Owner and/or Borrower is or may become entitled to under the Leases;

(vi) the right to exercise any option required or permitted; and

and Fee Owner and Borrower authorizes Lender:

(vii) to manage the Property and let and relet the Property, or any part thereof according to Lender's own discretion;

(viii) to prosecute or defend any suits in connection with the Property in the name of any or all of Lender or Fee Owner or Borrower as it may consider desirable;

(ix) to enforce or take any other action in connection with the Leases in the name of any or all of Lender or Fee Owner or Borrower;

(x) to make such repairs to the Property as Lender may deem reasonably advisable; and

(xi) to do anything in or about the Property that Lender may deem reasonably advisable or that the Fee Owner and/or Borrower has the right or power to do.

TO HAVE AND TO HOLD unto Lender, its successors and assigns, forever, subject to and upon the terms set forth herein.

Although this instrument constitutes a present assignment of the foregoing Leases, Rights, Rents, Guaranties, Damages, interests and privileges, Fee Owner and/or Borrower shall have the right and license to collect and use all rentals due under the Leases, and subject to the covenants and restrictions on Fee Owner and/or Borrower contained in Section III and the other paragraphs of this instrument, to exercise the rights and privileges herein, provided, herein, that such license shall be revoked during the pendency of an Event of Default (as herein defined).

III. COVENANTS

3.1 **No Other Assignment.** Fee Owner and Borrower warrants, represents, and covenants that it is the sole owner of the entire lessor's interest in the Leases and has full right to assign the Leases and the rents due or to become due thereunder, that there has been no previous and, without Lender's prior written consent as to form and substance, Fee Owner and Borrower will permit no future assignment (as collateral or otherwise) of the Borrower's right, title, and interest in any of the Leases, that the Leases are in full force and effect in accordance with their terms and have not been altered, modified, or amended in any manner whatsoever, except as otherwise disclosed to Lender, that, to the best of Fee Owner's and Borrower's knowledge, the lessees are not in default under the Leases and the best of Fee Owner's and Borrower's knowledge as of the date hereof, have no defenses, setoffs, or counterclaim against the lessor under the Leases, that no rent reserved in the Leases has been assigned or anticipated, and that no rent for any period subsequent to the date hereof has been collected for more than one (1) month in advance of the time when the said rent becomes or would become due under the terms of the Leases except for security deposits and except as otherwise disclosed in writing to Lender by Fee Owner and/or Borrower.

3.2 **Management.** At all times until this Assignment is released, or until the assignment granted hereby is exercised by Lender, and at all times thereafter during which Lender is not in actual or constructive possession of the Property, Fee Owner and Borrower shall use all reasonable effort to cause the Property to be managed in accordance with sound business practices and cause to be performed all obligations imposed upon the lessor under the Leases and not do or permit to be done anything to impair the security thereof. Fee Owner and Borrower shall not, within the exercise of all reasonable effort, permit any of the Rents to be collected in advance, except that monthly rent due and payable under the Leases may be collected for each current month in advance. Except as otherwise permitted in the Loan Agreement (if applicable), Fee Owner and Borrower shall not terminate or alter, modify, amend, or change in any material manner any of the terms of any of the Leases or the Guaranties, or give any consent, concession, or waiver under any of the Leases, or exercise any option available to the lessor under the Leases in the event of casualty damage or condemnation affecting the Property, or accept the surrender thereof or consent to any assignment or subletting under any of the Leases, or convey or transfer or suffer or permit a conveyance or transfer of the premises demised by any or all of the Leases or of any interest therein so as to effect directly or indirectly, promptly or remotely, a merger of the estates and rights of, or a termination or elimination of, the obligations of lessees thereunder, without the prior written consent of the Lender, which consent will not be unreasonably withheld or delayed. Fee Owner and Borrower shall not make any other assignment of any interest in the Leases or the Rents accruing from such Leases or from the Property, or subordinate any of the Leases or any security deed, mortgage, or other encumbrance, or permit (within the exercise of all reasonable effort), consent, or agree to such subordination without the prior written consent of the Lender, which consent will not be unreasonably withheld. Subject to Fee Owner's and Borrower's sound business judgment exercised in good faith, Borrower shall cause prompt action, including legal proceedings, for enforcement of any of the Leases and all other remedies available to lessor thereunder to be commenced against any delinquent or defaulting lessee as soon as reasonably necessary to protect such lessor's interest or immediately upon written request from Lender, and in the event Lender reasonably requests that such a specific action be taken, to use all reasonable efforts to cause such action to be taken promptly. Fee Owner and Borrower shall, but only at the discretion of Lender, give any consent of lessor under any of the Leases, or exercise any option available to lessor under any of the Leases in the event of casualty or condemnation affecting the Property. Fee Owner and Borrower shall execute and deliver, at the reasonable written request of Lender, all such further assurances and assignments as Lender from time to time shall require.

3.3 **Execution of Leases.** During the term of the Loan, Fee Owner and Borrower shall not permit any Leases to be made hereafter of all or any portion of the Property except with Lender's prior written consent.

3.4 **Notice of Lessor's Default.** Fee Owner and/or Borrower shall cause notice to be given to Lender of any notice of default by the lessor under any of the Leases, which default is of a nature which would permit such lessee to terminate such lessee's lease, promptly upon the receipt of notice of such default, but

in all events in sufficient time to afford to Lender an opportunity to cure any such default prior to the lessee under the subject lease having any right to terminate the lease by reason of such default.

3.5 **Lender to be Creditor of Lessee.** To the extent permitted by law, Lender shall be deemed to be the creditor of each lessee in the Leases with respect of any and all claims for Damages, assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution or receivership proceedings affecting such lessee (without obligation on the part of Lender, however, to file or make timely filings of claims in such proceedings or otherwise to pursue creditor's rights therein). Fee Owner and Borrower hereby assigns to Lender any and all Damages and any and all money received in connection with such assignment for the benefit of creditors or in any such bankruptcy, reorganization, insolvency, dissolution or receivership proceedings, with Lender to receive such Damages and monies and hold them in escrow for the purposes of applying Damages or any money received by Lender as such creditor in payment of the principal and interest installments secured by or to be paid under the Loan next falling due. To the extent permitted by law, Borrower hereby appoints Lender as its irrevocable attorney-in-fact to appear in any action and/or collect any such money, award or payment.

IV. DEFAULTS AND REMEDIES

4.1 **Defaults.** The occurrence of an Event of Default under the Loan Agreement (if applicable) or any of the other Loan Documents shall constitute an Event of Default hereunder.

4.2 **Exercise of This Assignment of Leases and Rents.**

(a) Lender may exercise the assignment hereby granted upon the occurrence and during the continuation of any Event of Default and pursue its rights to collect the Rents or manage the Property, or both, and otherwise exercise its rights as provided in this Assignment without regard to the adequacy of the security and without waiving any other remedy available to Lender and without waiving such Event of Default.

(b) In the event Lender elects to invoke any of its rights hereunder, and thereafter for any reason relinquishes to the Fee Owner and/or Borrower such rights, this Assignment shall in no respect be terminated but instead remain in full force and effect until the indebtedness represented by the Note is paid in full, it being the intent of the parties that Lender, from time to time upon the occurrence of any Event of Default under this Assignment, which such Event of Default is continuing shall have all the rights granted hereby.

4.3 **Nature of Remedies.** No delay or omission on the part of Lender in the exercise of any remedy for an Event of Default shall operate as a waiver thereof. The remedies available to Lender under this Assignment shall be in addition to, and exercisable in any combination with, any and all remedies available by operation of law and under the Note and the other Loan Documents. The said remedies shall be cumulative and concurrent, may be pursued separately, successively or together against Fee Owner and/or Borrower or the Property, or either of them, at the sole discretion of Lender and may be exercised as often as occasion therefor shall arise.

4.4 **Application of Rents.** Lender shall have the power to apply the Rents and Damages, in such order as lender may reasonably determine, to the payment of the indebtedness (in the inverse order of maturity) represented by the Note to the payment of the Loan Documents, including without limitation the payment of all advances and reasonable expenses incurred by Lender under the Mortgage and all reasonable expenses for the care and management of the Property, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for leasing real estate and collecting rents, and the reasonable expenses and fees of all attorneys, agents, and servants, which expenses Lender may reasonably deem to be necessary to exercise the powers granted to the Lender hereunder. The receipt by Lender of any Rents pursuant to this Assignment following an Event of Default and the exercise of any remedies provided for in the Note or the other Loan Documents shall not cure such Event of Default or affect or prejudice the exercise of such remedies.

4.5 **Limitation of Lender's Obligations.** Lender's obligations as to any Rents actually collected shall be discharged by application of such Rents for the purposes described in this Assignment. Lender shall not be liable for uncollected rents or for any claim for damages or set-offs arising out of Lender's management of the Property other than for damages arising from Lender's gross negligence or willful misconduct. Lender shall not be liable to any lessee under the Leases for the return of any security deposit made under any lease of any portion of the Property unless Lender shall have received such security deposit from the lessor or such lessee. Lender shall not by reason of this Assignment or the exercise of any right granted herein be obligated to perform any obligation of the lessor or any breach or failure to perform by the lessor with respect to any of the Leases. Nothing contained herein shall be deemed to have the effect of making the Lender a mortgagee in possession of the Property or any part thereof.

4.6 **Reimbursement.** Fee Owner and/or Borrower shall reimburse, indemnify, and hold harmless Lender for and from any and all reasonable expenses, losses, damages, and liabilities which Lender may incur by reason of this Assignment, except for any such caused by Lender's gross negligence or willful misconduct, any of the Leases, or reasonable expenses, losses, damages, and liabilities incurred in exercising any of the rights granted in this Assignment other than for Lender's gross negligence or willful misconduct. Any and all amount due to Lender under this Section 4.6 shall be immediately due and payable following written notice to Fee Owner and/or Borrower, and shall be added to the principal amount of the Note and secured by this Assignment and the other Loan Documents.

4.7 **Authorization to Lessees.** Each present and future lessee under any of the Leases is hereby authorized and directed to pay the rent payable thereunder to Lender upon written demand from Lender stating that an Event of Default has occurred and is continuing under this Assignment without inquiry as to whether any such Event of Default has occurred or whether Lender is rightfully entitled to such rent.

V. MISCELLANEOUS

5.1 **Modification of Loan Terms.** If the time of payment of all indebtedness secured hereby or any part thereof be extended at any time or times, or if the Loan is renewed, modified, or replaced, or if any security for the Loan is released, Fee Owner and Borrower and any other parties now or hereafter liable therefor or interested in the Property shall be held to consent to such extensions, renewals, modifications, replacements, and releases, and their liability and the lien hereof and of the other Loan Documents shall not be released and the rights created hereby and thereby shall continue in full force, the right of recourse against all such parties being reserved by Lender.

5.2 **Successors and Assigns.** This Assignment shall inure to the benefit of and be binding upon the respective successors and assigns of Fee Owner and Borrower and Lender and all persons or entities (including owners and lessees) which may hereafter obtain any interest in the Property.

5.3 **Notices.** Whenever notice may appropriately be given under this Assignment, such notice shall be given in accordance with the provisions for notices as set forth in the Mortgage and Security Agreement of even date herewith.

5.4 **Severability.** If any term, restriction or covenant of this Assignment is deemed illegal or unenforceable, all other terms, restrictions and covenants and the application thereof to all persons and circumstances subject hereto shall remain unaffected to the extent permitted by law; and if any application of any term, restriction or covenant to any person or circumstances is deemed illegal or unenforceable, the application of such term, restriction, or covenant to any other persons or circumstances shall remain unaffected to the extent permitted by Law.

5.5 **Termination.** The recording of a satisfaction of the Mortgage executed by Fee Owner and Borrower to Lender as security for the Loan by Lender shall terminate this Assignment.

5.6 **Governing Law.** THE VALIDITY, INTERPRETATION, ENFORCEMENT AND EFFECT OF THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ALABAMA. THE LENDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED IN JEFFERSON COUNTY IN THE STATE OF ALABAMA, AND THE FEE OWNER AND BORROWER AGREES THAT THIS ASSIGNMENT SHALL BE DELIVERED TO AND HELD BY LENDER AT SUCH PRINCIPAL PLACE OF BUSINESS, AND THE HOLDING OF THIS ASSIGNMENT BY LENDER THEREAT SHALL CONSTITUTE SUFFICIENT MINIMUM CONTACTS OF FEE OWNER AND BORROWER WITH JEFFERSON COUNTY AND THE STATE OF ALABAMA FOR THE PURPOSE OF CONFERRING JURISDICTION UPON THE FEDERAL AND STATE COURTS PRESIDING IN SUCH COUNTY AND STATE. FEE OWNER AND BORROWER CONSENTS THAT ANY LEGAL ACTION OR PROCEEDING ARISING HEREUNDER MAY BE BROUGHT IN THE CIRCUIT COURT OF LAW; STATE OF ALABAMA, JEFFERSON COUNTY, ALABAMA OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ALABAMA AND ASSENTS AND SUBMITS TO THE PERSONAL JURISDICTION OF ANY SUCH COURT IN ANY ACTION OR PROCEEDING INVOLVING THIS ASSIGNMENT. NOTHING HEREIN SHALL LIMIT THE JURISDICTION OF ANY OTHER COURT.

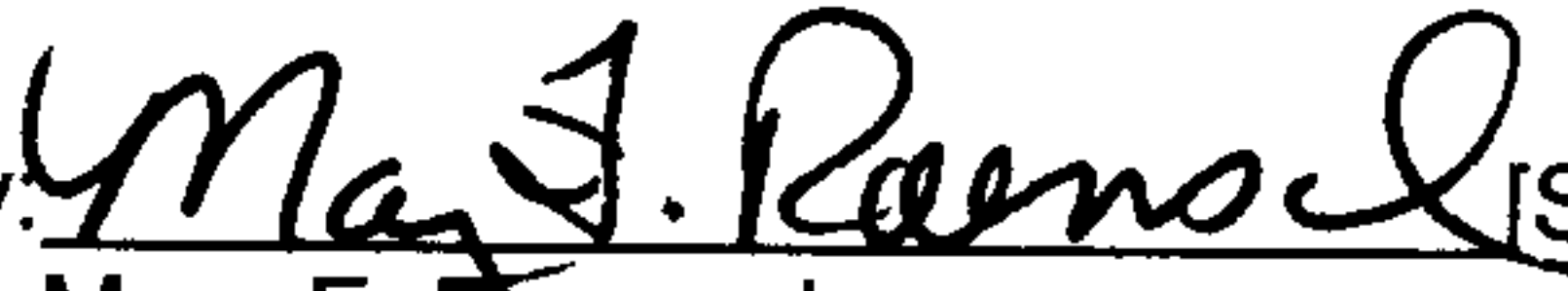
5.7 **Waiver of Jury Trial.** FEE OWNER AND BORROWER WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING OUT OF OR IN ANY WAY RELATED TO THIS ASSIGNMENT OR THE LOAN, OR (B) IN ANY WAY CONNECTED WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF LENDER AND/OR FEE OWNER AND/OR BORROWER WITH RESPECT TO THE LOAN DOCUMENTS OR IN CONNECTION WITH THIS ASSIGNMENT OR THE EXERCISE OF ANY PARTY'S RIGHTS AND REMEDIES UNDER THIS ASSIGNMENT OR OTHERWISE, OR THE CONDUCT OR THE RELATIONSHIP OF THE PARTIES HERETO, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. FEE OWNER AND BORROWER AGREES THAT LENDER MAY FILE A COPY OF THIS ASSIGNMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY, AND BARGAINED AGREEMENT OF FEE OWNER AND BORROWER IRREVOCABLY TO WAIVE ITS RIGHTS TO TRIAL BY JURY AS AN INDUCEMENT OF LENDER TO MAKE THE LOAN, AND THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY DISPUTE OR CONTROVERSY WHATSOEVER (WHETHER OR NOT MODIFIED HEREIN) BETWEEN FEE OWNER AND BORROWER AND LENDER SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on the day and year first above written.

FEE OWNERS:

GREENBRIAR, LTD., an Alabama Limited Partnership

By: Farris Management Company, Inc., an Alabama Corporation, Its General Partner

By:  [SEAL]
Mary F. Roensch
Its President

Janet Farris Standridge [SEAL]
JANET FARRIS STANDRIDGE

Mary Farris Roensch [SEAL]
MARY FARRIS ROENSCH

Joanne Farris Enck [SEAL]
JOANNE FARRIS ENCK

MARY FARRIS ROENSCH, JANET FARRIS
STANDRIDGE AND JOANNE FARRIS ENCK, AS
SUCCESSOR TRUSTEES UNDER THE LAST
WILL AND TESTAMENT OF ANNIE L. SCOTT,
DECEASED

By: Mary Farris Roensch [SEAL]
Mary Farris Roensch, Its Trustee

By: Janet Farris Standridge [SEAL]
Janet Farris Standridge, Its Trustee

By: Joanne Farris Enck [SEAL]
Joanne Farris Enck, Its Trustee

BORROWER:

GREENBRIAR, LTD., an Alabama Limited
Partnership

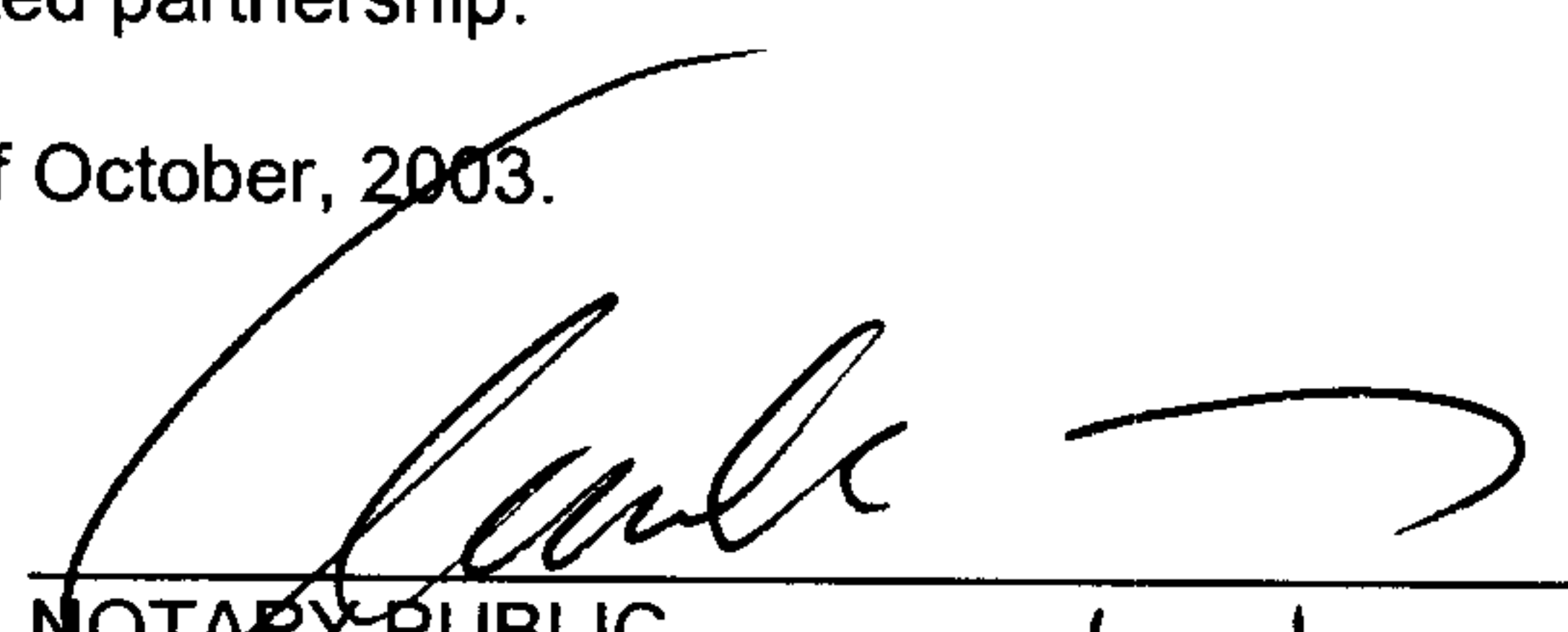
By: Farris Management Company, Inc., an
Alabama Corporation, Its General Partner

By: Mary F. Roensch [SEAL]
Mary F. Roensch
Its President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said County and State, hereby certify that Mary F. Roensch, whose name as President of Farris Management Co., Inc., an Alabama Corporation, as General Partner of **GREENBRIAR, LTD.**, an Alabama Limited Partnership, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, she as such officer and with full authority executed the same voluntarily for and as the act of said corporation in its capacity as general partner of said limited partnership.

Given under my hand and seal this 28th day of October, 2003.



NOTARY PUBLIC

My Commission Expires: 12/28/03

[NOTARIAL SEAL]

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that **JANET FARRIS STANDRIDGE**, whose name 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 21st day of October, 2003.



NOTARY PUBLIC

My Commission Expires: 7/22/07


[NOTARIAL SEAL]

I, the undersigned Notary Public in and for said County, in said State, hereby certify that **MARY FARRIS ROENSCH**, whose name 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, she executed the same voluntarily on the day the same bears date.

NOTARY PUBLIC
My Commission Expires: 12/28/03

STATE OF GEORGIA)
COUNTY OF Fulton)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that **JOANNE FARRIS ENCK**, whose name 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, she executed the same voluntarily on the day the same bears date.



 NOTARY PUBLIC Jackie Lane
 My Commission Expires: _____ Gwinnett County, GA

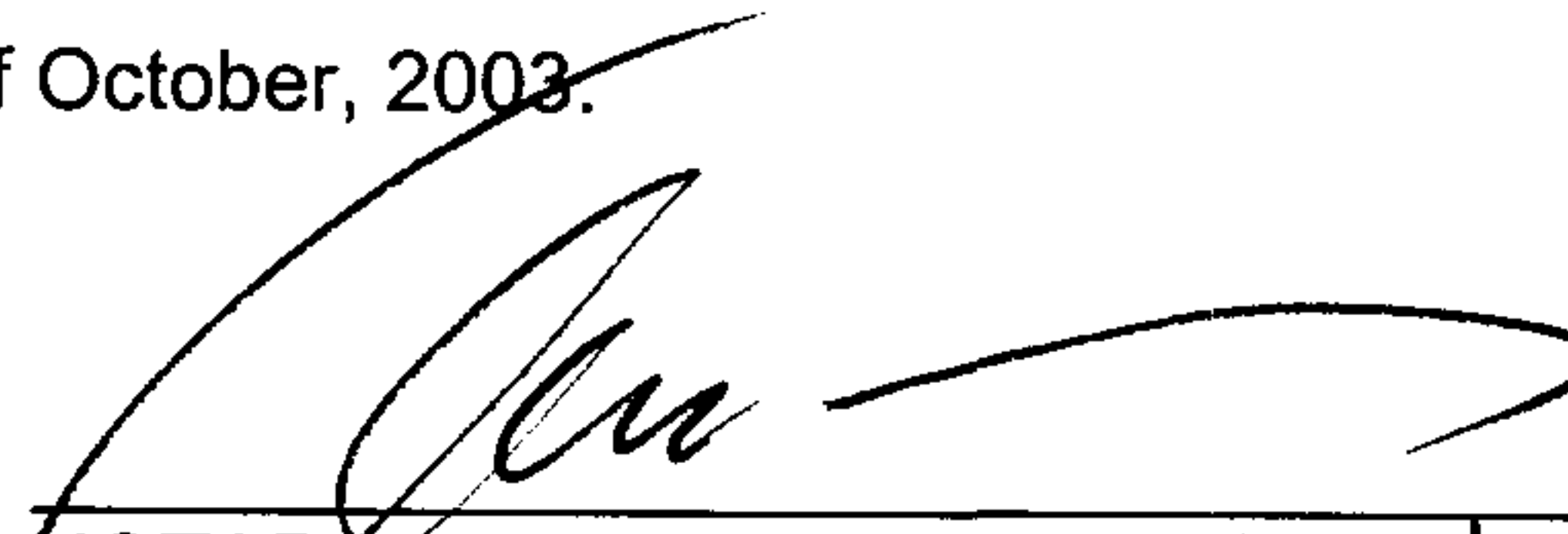
 Notary Public

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STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said County and State, hereby certify that Mary Farris Roensch, whose name as Successor Trustee under the Last Will and Testament of Annie L. Scott, Deceased, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, she in her capacity as such Trustee and with full authority executed the same voluntarily for and as the act of said trust.

Given under my hand and seal this 28th day of October, 2003.

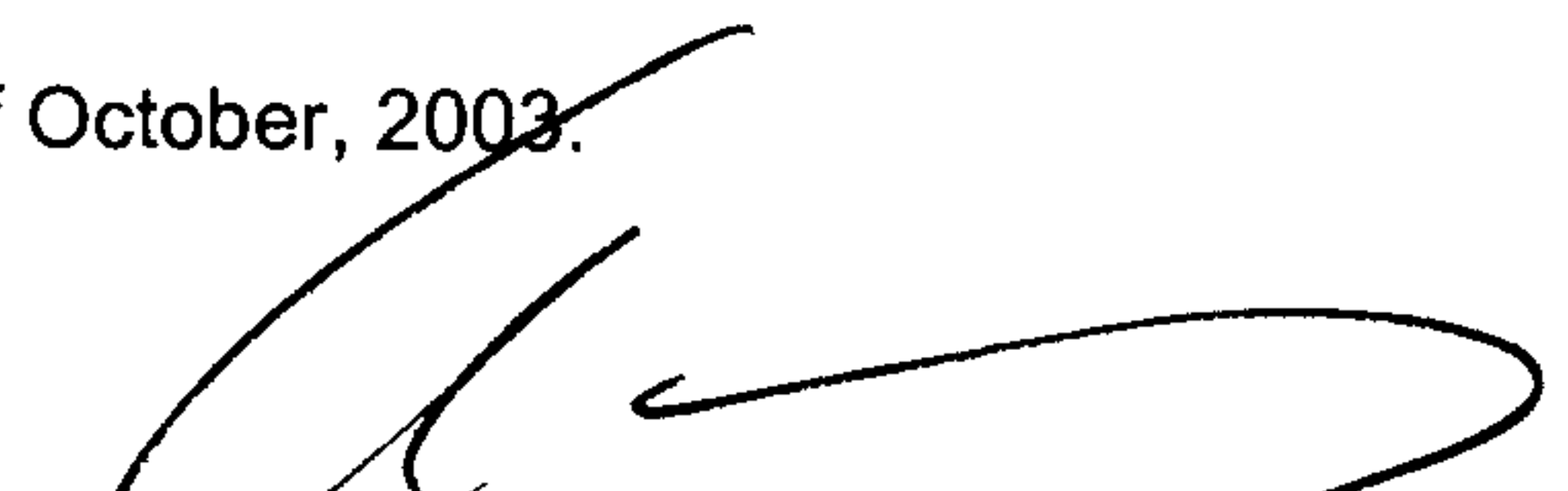


NOTARY PUBLIC
My Commission Expires: 12/28/03
[NOTARIAL SEAL]

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said County and State, hereby certify that Janet Farris Standridge, whose name as Successor Trustee under the Last Will and Testament of Annie L. Scott, Deceased, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, she in her capacity as such Trustee and with full authority executed the same voluntarily for and as the act of said trust.

Given under my hand and seal this 29th day of October, 2003.

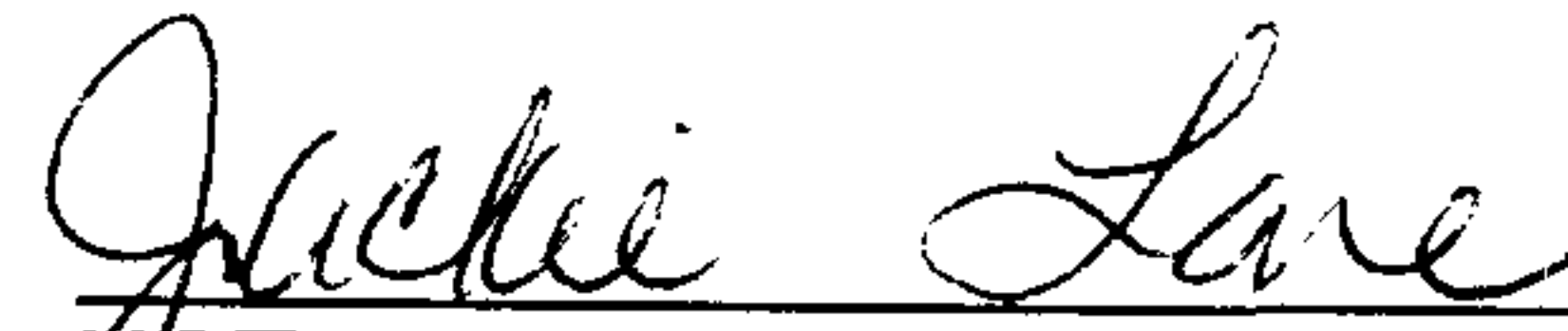


NOTARY PUBLIC
My Commission Expires: 12/28/03
[NOTARIAL SEAL]

STATE OF GEORGIA)
Fulton COUNTY)

I, the undersigned, a notary public in and for said County and State, hereby certify that Joanne Farris Enck, whose name as Successor Trustee under the Last Will and Testament of Annie L. Scott, Deceased, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, she in her capacity as such Trustee and with full authority executed the same voluntarily for and as the act of said trust.

Given under my hand and seal this 27 day of October, 2003.



NOTARY PUBLIC

My Commission Expires: Jackie Lane
Gwinnett County, GA

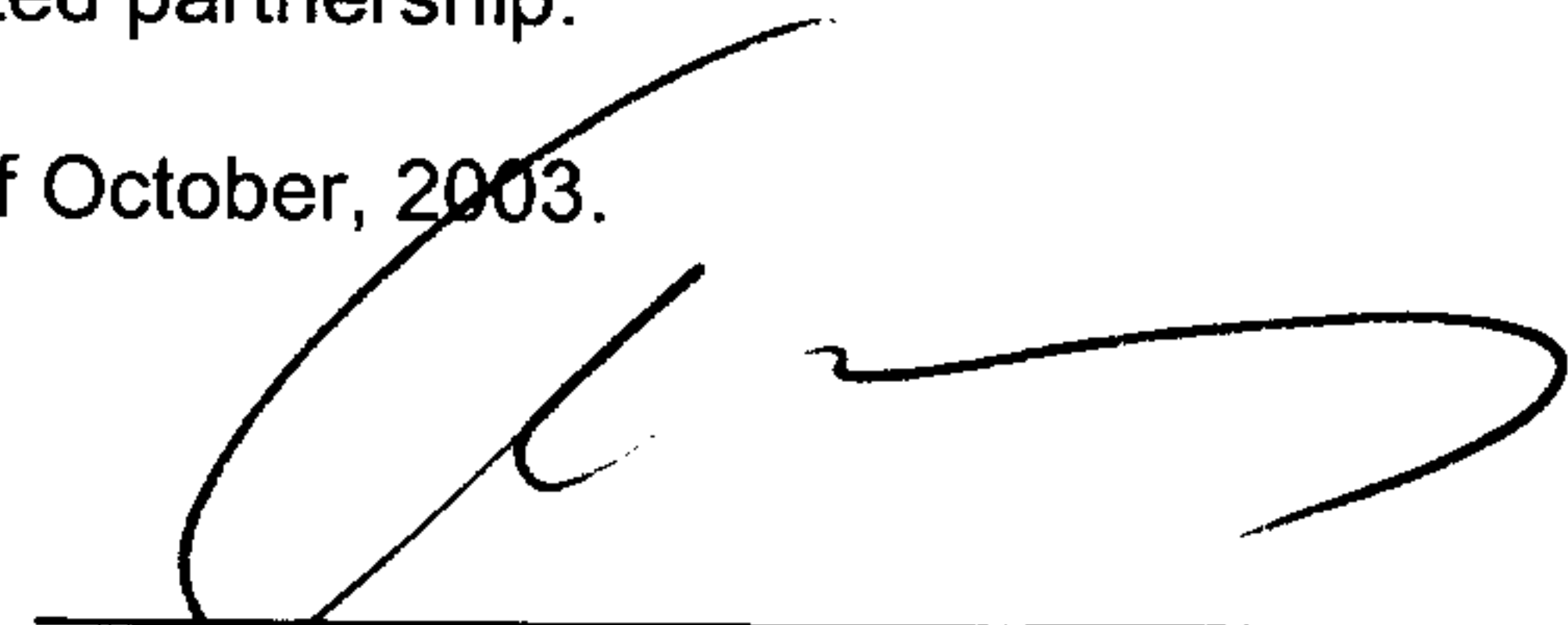
Notary Public

[NOTARIAL SEAL] Commission Expires 5-13-2006

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said County and State, hereby certify that Mary F. Roensch, whose name as President of Farris Management Co., Inc., an Alabama Corporation, as General Partner of **GREENBRIAR, LTD.**, an Alabama Limited Partnership, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, she as such officer and with full authority executed the same voluntarily for and as the act of said corporation in its capacity as general partner of said limited partnership.

Given under my hand and seal this 28 day of October, 2003.



NOTARY PUBLIC

My Commission Expires: 12/28/03

[NOTARIAL SEAL]

This Instrument Prepared By:

Claude McCain Moncus, Esq.
CORLEY, MONCUS & WARD, P.C.
400 Shades Creek Parkway
Suite 100
Birmingham, Alabama 35209
(205) 879-5959

EXHIBIT "A"

Parcel of land situated in the Northeast $\frac{1}{4}$ of Section 4, Township 21 South, Range 3 West, City of Alabaster, Shelby County, and being more particularly described as follows:

Commence at the Northeast corner of Lot 215 of Cedar Grove at Sterling Gate, Sector 2, Phase 5, as recorded in Map Book 28, Page 91, said point being the POINT OF BEGINNING; thence South 33 degrees 30 minutes 44 seconds West a distance of 47.42'; thence South 31 degrees 16 minutes 42 seconds West a distance of 27.65'; thence South 27 degrees 49 minutes 50 seconds West a distance of 55.04'; thence South 22 degrees 06 minutes 34 seconds West a distance of 48.02'; thence South 37 degrees 02 minutes 03 seconds East a distance of 145.52'; thence South 71 degrees 31 minutes 13 seconds East a distance of 50.00'; thence South 71 degrees 35 minutes 23 seconds East a distance of 135.00'; thence North 18 degrees 26 minutes 37 seconds East a distance of 103.01'; thence North 33 degrees 19 minutes 57 seconds East a distance of 598.74'; thence North 10 degrees 46 minutes 45 seconds East a distance of 249.67'; North 22 degrees 14 minutes 31 seconds East a distance of 50.00' to a point on a curve to the right having a central angle of 1 degrees 14 minutes 44 seconds and a radius of 1051.78'; said curve subtended by a chord bearing North 67 degrees 08 minutes 07 seconds West and a chord distance of 22.86' thence along the arc of said curve a distance of 22.86'; North 21 degrees 05 minutes 42 seconds East a distance of 134.00' to a point on a curve to the right having a central angle of 6 degrees 48 minutes 10 seconds and a radius of 924.78'; said curve subtended by a chord bearing North 68 degrees 22 minutes 09 seconds West and a chord distance of 109.73'; thence along the arc of said curve a distance of 109.80'; thence North 27 degrees 33 minutes 40 seconds East a distance of 3.47'; thence North 62 degrees 26 minutes 20 seconds West a distance of 50.00'; thence North 56 degrees 40 minutes 03 seconds West a distance of 106.71'; thence South 33 degrees 19 minutes 57 seconds West a distance of 177.00'; thence South 56 degrees 40 minutes 03 seconds East a distance of 18.66'; thence South 33 degrees 19 minutes 57 seconds West a distance of 127.00'; thence North 56 degrees 40 minutes 03 seconds West a distance of 172.07'; thence North 30 degrees 15 minutes 54 seconds West a distance of 30.24'; thence South 59 degrees 44 minutes 06 seconds West a distance of 175.93' to a point on a curve to the left having a central angle of 0 degrees 46 minutes 19 seconds and a radius of 436.00'; said curve subtended by a chord bearing South 34 degrees 39 minutes 53 seconds East and a chord distance of 5.87'; thence along the arc of said curve a distance of 5.87'; thence South 59 degrees 44 minutes 04 seconds West a distance of 127.74' to a point on a curve to the left having a central angle of 24 degrees 42 minutes 43 seconds and a radius of 270.46'; said curve subtended by a chord bearing South 36 degrees 09 minutes 57 seconds East and a chord distance of 115.75'; thence along the arc of said curve a distance of 116.65' to a point on a curve to the left having a central angle of 8 degrees 14 minutes 21 seconds and a radius of 266.95'; said curve subtended by a chord bearing South 52 degrees 37 minutes 01 seconds East and a chord distance of 38.35'; thence along the arc of said curve a distance of 38.39'; thence South 56 degrees 40 minutes 03 seconds East a distance of 227.92'; thence South 33 degrees 19 minutes 57 seconds West a distance of 177.00'; thence North 56 degrees 40 minutes 03 seconds West a distance of 9.16'; thence South 33 degrees 19 minutes 57 seconds West a distance of 119.53'; thence South 58 degrees 30 minutes 56 seconds East a distance of 60.34' to the POINT OF BEGINNING.

Situated in Shelby County, Alabama.