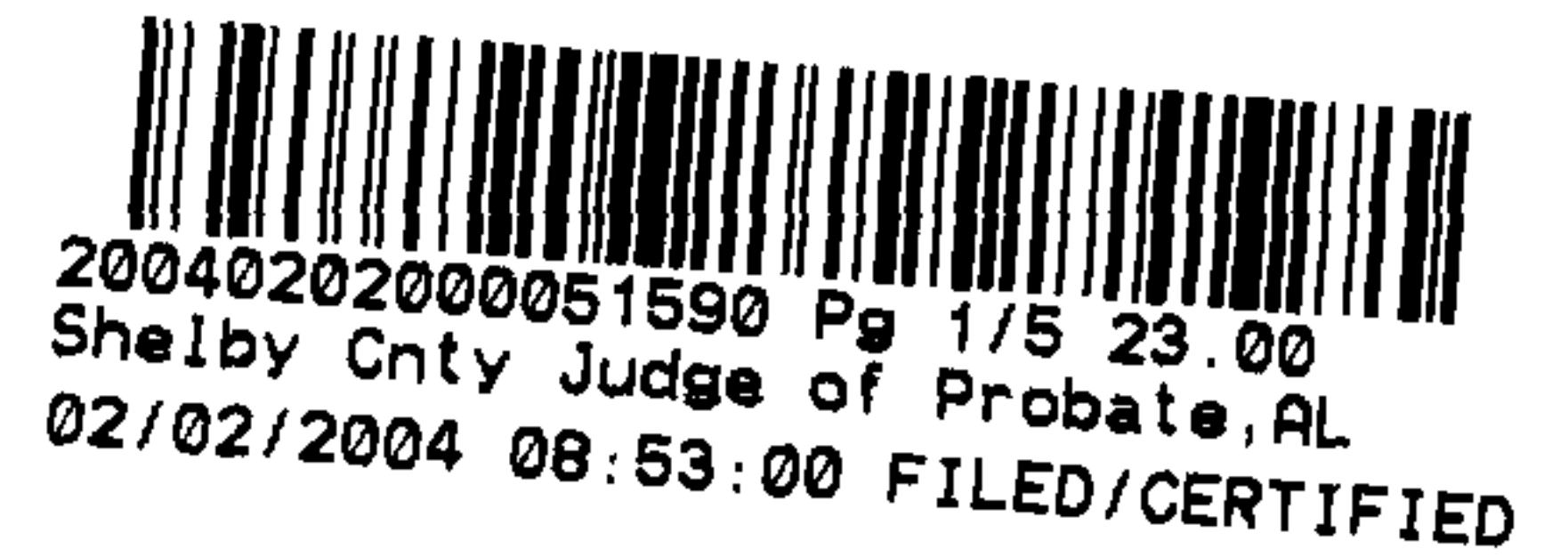




ASSIGNMENT OF RENTS AND LEASES

The following terms shall have the meanings set forth below, as used in this instrument:

Lender: ✓ **BancorpSouth Bank**

Lender's Notice Address: **4680 Highway 280 East**
Birmingham, AL 35242

Loan Amount: **\$71,732.20**

Mortgage: **The Mortgage and Security Agreement executed by the Owner in favor of Lender this date to further secure the Obligation (defined below).**

Borrower: **Greenleaf Apartments, LLC**

Owner: **Greenleaf Apartments, LLC**

Owner's Notice Address: **1720 Greenleaf Drive**
Chelsea, Alabama 35043

1. **BY THIS ASSIGNMENT**, Owner, for value received, hereby assigns to the Lender all of Owner's right, title, privileges and interest which Owner has and may have in the leases, operating agreements, management agreements, concession agreements, licenses, and all similar agreements, now existing or hereafter made and affecting the real property and all the improvements and equipment thereon described in **Exhibit A** attached hereto and incorporated herein by reference (collectively referred to as the "Property"), together with all extensions, renewals, modifications or replacements of said leases and agreements, and together with any and all guarantees of the obligations of the lessees and other obligors thereunder, whether now existing or hereafter executed, and all extensions and renewals of said guarantees. All said leases and all others said agreements described in this Paragraph 1, together with any and all guarantees, modifications, extensions and renewals thereof, are hereinafter collectively and severally referred to as the "Lease".

2. **OWNER'S PURPOSE** in making this assignment is to relinquish, convey, and assign to Lender its right to collect and enjoy the rents, royalties, issues, profits, income and other benefits at any time accruing by virtue of the Lease (hereinafter called "Rents and Profits") as additional security for the outstanding indebtedness to Lender as evidenced by the note in favor of Lender (herein called the "Obligation") dated this same date, in the aggregate original principal sum equal to the Loan Amount executed by Owner, and as additional security for the Owner's obligations

under the Mortgage executed to better secure the obligation; and to furnish security for the performance of Owner's obligations contained herein, and in the Obligation, and in the other Loan Documents. The Obligation, the Mortgage, and other said loan documents, and all other documents executed in connection with this loan are referred to as the "Loan Documents".

3. THE PARTIES INTENDED that this Assignment shall be a present, absolute and unconditional assignment and shall, immediately upon execution, give Lender the right to collect the Rents and Profits and to apply them in payment of the principal and interest and all other sums payable on Owner's Obligation, as well as all other sums payable under the Loan Documents. However, Lender hereby grants to Owner a license to collect, subject to the provisions set forth below and in the Loan Documents, the Rents and Profits as they respectively become due and to enforce the Lease, so long as there is no default by Owner in performance of the terms, covenants or provisions of the Obligation, the Loan Documents or this Assignment. Nothing contained herein, nor any collection of Rents and Profits by Lender or by a receiver, shall be construed to make Lender a "mortgagee-in-possession" of the Property so long as Lender has not itself entered into actual possession of the Property.

4. UPON THE OCCURRENCE OF ANY DEFAULT under the terms and conditions of this Assignment or any of the Loan Documents, this Assignment shall constitute a direction to full authority to any and all obligors under the Lease and any guarantor of the Lease to pay all Rents and Profits to Lender without proof of the default relied upon. Owner hereby irrevocably authorizes any and all obligors under the Lease and any guarantor to rely upon and comply with any notice or demand by Lender for the payment to Lender of any Rents and Profits due or to become due. Any and all obligors under the Lease and any guarantor shall have no right or duty to inquire whether a default has actually occurred and Owner shall have no claim against any obligor under the Lease or any guarantor for any Rents and Profits paid by such obligor. Lessee or such guarantor to Lender pursuant to Lender's demand or notice.

5. OWNER WARRANTIES:

- (a) that no default exists on the part of Owner under any Lease;
- (b) that no rent or other payment has been or will be collected under any Lease more than one month in advance;
- (c) that neither the Lease nor any interest therein has been previously or will be assigned or pledged by Owner;
- (d) that no concession has been or will be granted to any Lessee in the form of a waiver, release, reduction, discount or other alteration or rent or other payment due or to payment due.

All of the foregoing warranties shall be deemed to be reaffirmed on and as of the time

of each Lease executed by Owner on the Property.

6. Owner agrees that nothing herein shall be construed to impose any liability or obligation on Lender under or with respect to the Lease. Owner does not delegate or assign to Lender, and Lender does not accept or assume any of the duties, obligations, or liabilities of Borrower as provided in the Lease. Despite the present and absolute assignment by Owner to Lender of the Lease, Lender will not be required to perform any of the agreements or conditions contained in the Lease and nothing in this Agreement will impose any obligation upon Lender (including any liability under any covenant of quiet enjoyment as provided in the Lease). Owner retains and will perform all duties, obligations, and liabilities of Owner as provided in the Lease, provided that Lender, in the sole and absolute option of Lender may cure any default as provided in the Lease on behalf of Owner, and Owner will reimburse Lender on demand for all amounts paid and expended by Lender to cure the defaults of Owner as provided in the Lease.

7. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents contained in the Loan Documents. Failure of the Lender to avail itself of any terms, covenants or conditions of this Assignment for any period of time or for any reason shall not constitute a waiver thereof.

8. Notwithstanding any future modification of the terms of the Loan Documents, this Assignment and the rights and benefits hereby assigned and granted shall continue in favor of Lender in accordance with the terms of this Assignment.

9. This Assignment shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto (including without limitation, in the case of Lender, any third parties now or hereafter acquiring any interest in the Obligation or any part thereof, whether by virtue of assignment, participation or otherwise). The words "Owner", "Lender", "obligor under the Lease", and "guarantor", wherever used herein, shall include the persons and entities named herein or in the Lease or any guaranty and designated as such and their respective heirs, legal representatives, successors, and assigns, provided that any action taken by the named Lender or any successor designated as such by an instrument recorded in the appropriate office of the County in which the Property is located referring to this Assignment shall be sufficient for all purposes notwithstanding that Lender may have theretofore assigned or participated any interest in the Obligation to a third party. All words and phrases, shall be taken to include the singular or plural number, and the masculine, feminine, or neuter gender, as may fit the case.

10. Any change, amendment, modification, abridgement, cancellation, or discharge of this Assignment or any term or provision hereof shall be invalid without the written consent of Lender.

11. Upon payment to Lender of the full amount of all indebtedness and obligations secured hereby and by the Loan Documents, as evidenced by a recorded satisfaction or release of the Mortgage, Note, and guarantees, this Assignment shall be void and of no further effect.

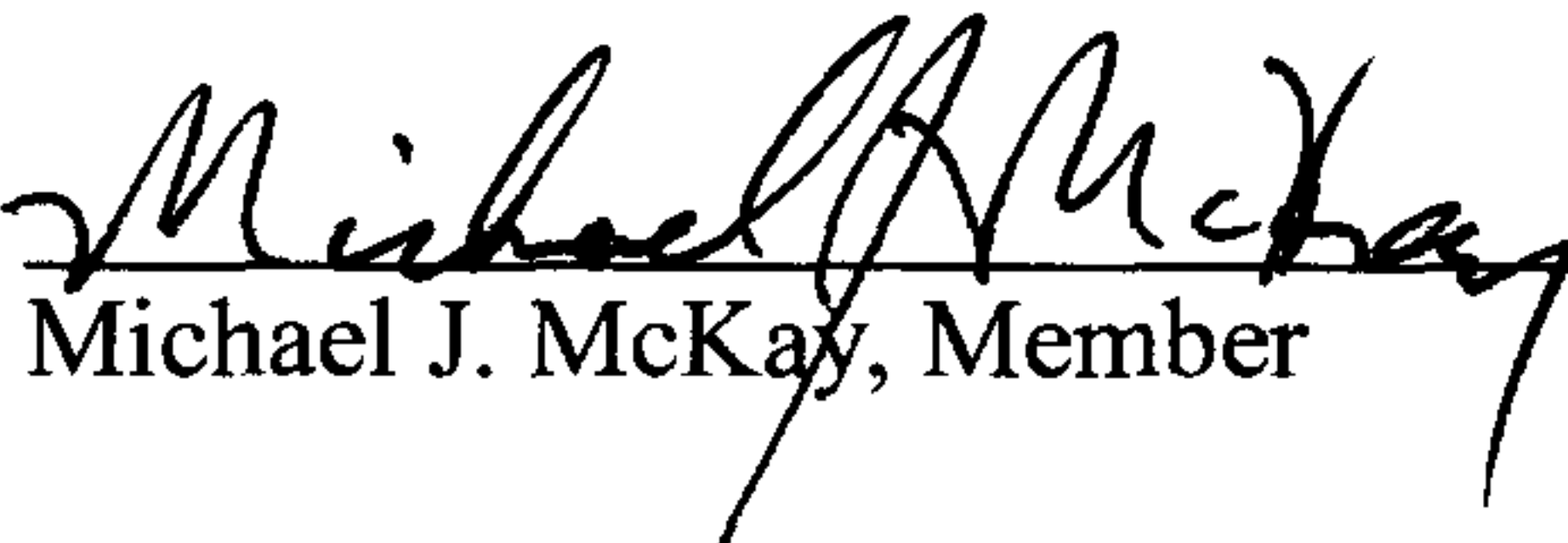
12. All notices given hereunder shall be given in the manner set forth in the Mortgage.

13. If any provision hereof is determined to be illegal or unenforceable for any reason, the remaining provisions hereof shall not be affected thereby.

14. This Assignment shall be governed by and construed in accordance with the laws of the State of Alabama.

IN WITNESS WHEREOF, this document has been executed by the undersigned under seal on this 29 day of January, 2004.

"OWNER": Greenleaf Apartments, LLC

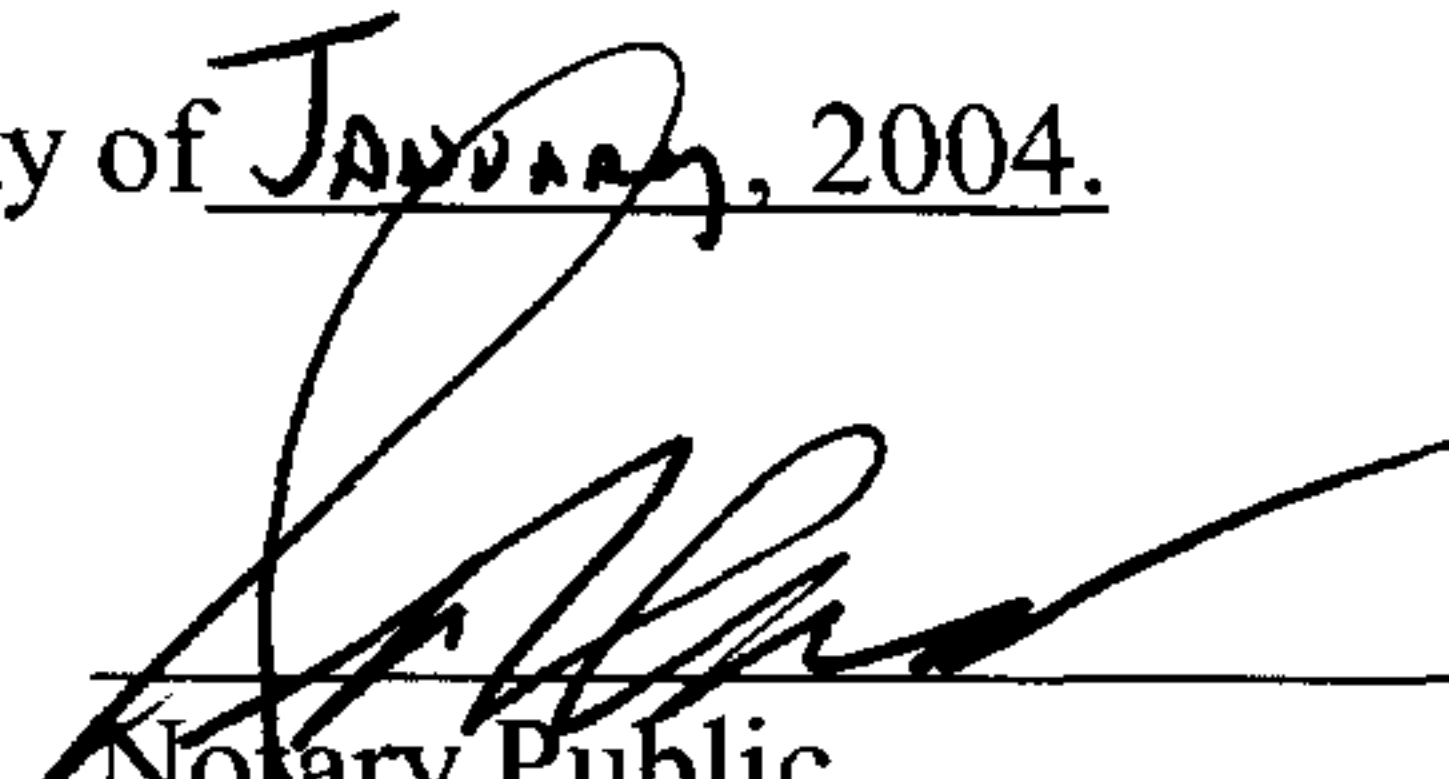

Michael J. McKay, Member


Vicky F. McKay, Member

**STATE OF ALABAMA
COUNTY OF JEFFERSON**

I, Stacey R. Sellers, a Notary Public in and for said County, in said State, hereby certify that Michael J. McKay and Vicky F. McKay, whose names as Members of Greenleaf Apartments, LLC, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, executed the same voluntarily on the day the same bears date.

Given under my hand this 29 day of January, 2004.


Notary Public
My commission expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 31, 2004
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Exhibit "A" to Assignment of Rents and Leases

20040202000051590 Pg 5/5 23.00
 Shelby Cnty Judge of Probate, AL
 02/02/2004 08:53:00 FILED/CERTIFIED

Legal Description

A parcel of land in the SE ¼ of the SE ¼ of Section 5, Township 20 South, Range 1 West, Shelby County, Alabama, described as follows:

Commence at the Southeast corner of said Section 5, thence run West along the South section line 226.22 feet to a point on the West right of way of Shelby County Highway No. 39 and the point of beginning: thence continue last course 158.63 feet; thence turn right 64°04'04" and run Northwest 238.38 feet, thence turn right 25°44'09" and run North 140.53 feet, thence turn right 90°11'42" and run East 457.00 feet to a point on the Northwest right-of-way of said highway #39, thence turn right 125°05'10" and run Southwest 185.46 feet along said right of way to the point of a counter-clockwise curve having a Delta angle of 24°04'30" a radius of 530.00 feet and a tangent of 113.02 feet, thence run along the arc of said curve 222.70 feet to the point of beginning.

Burdened by and benefiting from a non-exclusive easement for ingress, egress and utilities, 40 feet wide, 20 feet on each side of the following described centerline:

Commence at the Southeast corner of said Section 5, thence run West along the South section line 226.22 feet to a point on the West right-of-way of Shelby County Highway No. 39, said point of beginning on a clockwise curve having a Delta angle of 02°12'44", a radius of 530.00 feet and a tangent of 10.23 feet, thence turn right 101°05'30" to tangent and run North along the arc of said curve 20.46 feet to the point of beginning of said centerline: thence run West, parallel with the South section line 172.68 feet, thence turn right 64°04'04" and run Northwest 257.66 feet to the end of said centerline.

The property described includes a portion of a platted property known as "Greenleaf Condominiums of Chelsea" and recorded in the map book 13, page 27 in the office of the Judge of Probate of Shelby County, Alabama.

LESS AND EXCEPT the following described property conveyed to Stanley Smith, pursuant to the Warranty Deed recorded in Instrument 2001-42475, in the Probate Office of Shelby County, Alabama, and more particularly described as follows:

A parcel of land in the SE ¼ of the SE ¼ of Section 5, Township 20 South, Range 1 West, Shelby County, Alabama, described as follows:

Commence at the Southeast corner of said Section 5, thence run West along the South section line 226.22 feet to a point on the West right of way of Shelby County Highway No. 39, said point being on a clockwise, curve having a Delta angle of 24°04'30" and a Radius of 530.00 feet, thence turn right 101°05'30" to the tangent of said curve and run Northeast along the Arc of said curve and right of way 222.70 feet to the end of said curve, thence continue Northeast, tangent to said curve and along said right of way 55.46 feet to the Point of Beginning; thence continue last course 130.00 feet, thence turn left 125°10'00" and run West 186.09 feet, thence turn left 136°18'09" and run Southeast 153.83 feet to the Point of Beginning.


 Michael J. McKay, Member


 Vicky F. McKay, Member