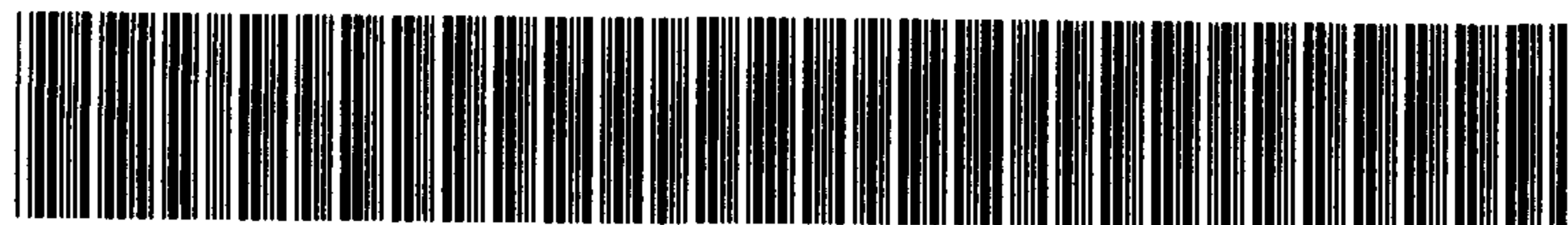


**WHEN RECORDED MAIL TO:**

REGIONS BANK  
COLUMBIANA  
P.O. BOX 946  
21325 HWY 25  
COLUMBIANA, AL 35051

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



\*DOC09000002907520539001000000\*

**ASSIGNMENT OF RENTS**

**THIS ASSIGNMENT OF RENTS** dated February 5, 2004, is made and executed between Bret A Zabransky, whose address is 150 Lakeshore Drive, Shelby, AL 35143-5852 and Paula R Zabransky, whose address is 150 Lakeshore Drive, Shelby, AL 35143; HUSBAND AND WIFE (referred to below as "Grantor") and REGIONS BANK, whose address is P.O. BOX 946, 21325 HWY 25, COLUMBIANA, AL 35051 (referred to below as "Lender").

**ASSIGNMENT.** For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Shelby County, State of Alabama:

See Exhibit "A", which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

**The Property or its address is commonly known as 150 Lakeshore Drive, Shelby, AL 35143.**

**CROSS-COLLATERALIZATION.** In addition to the Note, this Assignment secures all obligations, debts and liabilities, plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

**COLLATERAL DESCRIPTION.** The word "Rents" as used in this Assignment means all of Grantor's present and future rights, title and interest in, to and under the following described specific leases of all or a portion of the property described in the "Assignment" section herein.

The following is a general description of the specific leases:

**LEASE TYPE:**

Lease Date:  
Start Date: February 5, 2004  
End Date:  
Lessee(s):  
Description of the Premises:  
Rental Amount:  
Deposit Amount:  
Lease Terms:  
Recording Data:

**THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF BORROWER AND GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**BORROWER'S WAIVERS AND RESPONSIBILITIES.** Lender need not tell Borrower about any action or inaction Lender takes in connection with this Assignment. Borrower assumes the responsibility for being and keeping informed about the Property. Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Property, or any delay by Lender in realizing upon the Property. Borrower agrees to remain liable under the Note with Lender no matter what action Lender takes or fails to take under this Assignment.

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that:

**Ownership.** Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

**Right to Assign.** Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

**No Prior Assignment.** Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.



## ASSIGNMENT OF RENTS (Continued)

Loan No: 02907520539001

Page 2

**No Further Transfer.** Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

**LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS.** Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

**Notice to Tenants.** Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

**Enter the Property.** Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

**Maintain the Property.** Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

**Compliance with Laws.** Lender may do any and all things to execute and comply with the laws of the State of Alabama and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

**Lease the Property.** Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

**Employ Agents.** Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

**Other Acts.** Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

**No Requirement to Act.** Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

**APPLICATION OF RENTS.** All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

**FULL PERFORMANCE.** If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note, or the maximum rate permitted by law, whichever is less, from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

**Payment Default.** Borrower fails to make any payment when due under the Indebtedness.

**Other Defaults.** Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

**Default on Other Payments.** Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Default in Favor of Third Parties.** Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to perform Grantor's obligations under this Assignment or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The dissolution or termination of Borrower's or Grantor's existence as a going business, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Property Damage or Loss.** The Property is lost, stolen, substantially damaged, sold, or borrowed against.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Cure Provisions.** If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured (and no event of default will have occurred) if Grantor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as



# ASSIGNMENT OF RENTS (Continued)

Loan No: 02907520539001

Page 3

reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

**Collect Rents.** Lender shall have the right, without notice to Borrower or Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Assignment:

**Amendments.** This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Arbitration.** Borrower and Grantor and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Assignment or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Property, including any claim to rescind, reform, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Assignment shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

**Caption Headings.** Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

**Governing Law.** This Assignment will be governed by, construed and enforced in accordance with federal law and the laws of the State of Alabama. This Assignment has been accepted by Lender in the State of Alabama.

**Joint and Several Liability.** All obligations of Borrower and Grantor under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Borrower and Grantor signing below is responsible for all obligations in this Assignment.

**Merger.** There shall be no merger of the interest or estate created by this assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Interpretation.** (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Notices.** Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**Powers of Attorney.** The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.



**Successors and Assigns.** Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Assignment.

**Waive Jury.** All parties to this Assignment hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**WAIVER OF HOMESTEAD EXEMPTION.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Alabama as to all Indebtedness secured by this Assignment.

**WAIVER OF RIGHT OF REDEMPTION.** NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Assignment.** The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

**Borrower.** The word "Borrower" means Lacoosa Enterprises, Inc..

**Default.** The word "Default" means the Default set forth in this Assignment in the section titled "Default".

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

**Grantor.** The word "Grantor" means Bret A Zabransky and Paula R Zabransky.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Assignment.

**Lender.** The word "Lender" means REGIONS BANK, its successors and assigns.

**Note.** The word "Note" means the promissory note dated February 5, 2004, **in the original principal amount of \$174,500.00** from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

**Property.** The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

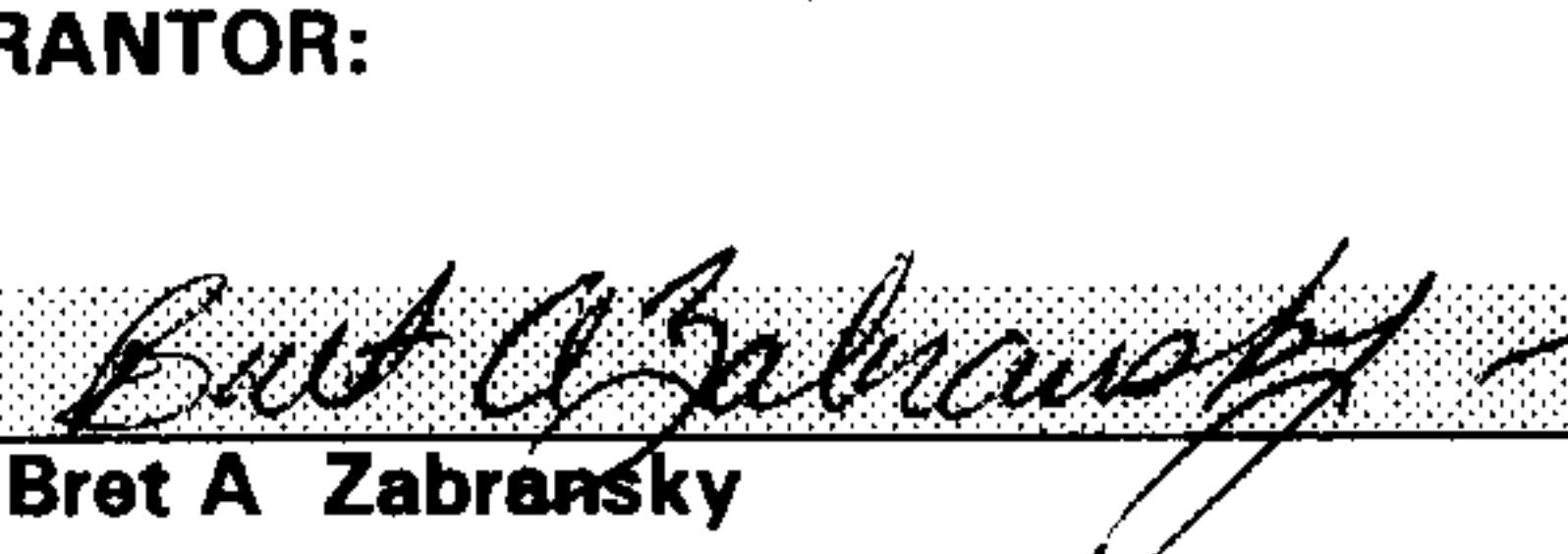
**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT. THIS DOCUMENT IS EXECUTED ON FEBRUARY 5, 2004.

THIS ASSIGNMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS ASSIGNMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)  
Bret A Zabransky

X  (Seal)  
Paula R Zabransky

This ASSIGNMENT OF RENTS prepared by:

Name: Debra Higgins  
Address: P.O. BOX 946  
City, State, ZIP: COLUMBIANA, AL 35051

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama

COUNTY OF Shelby

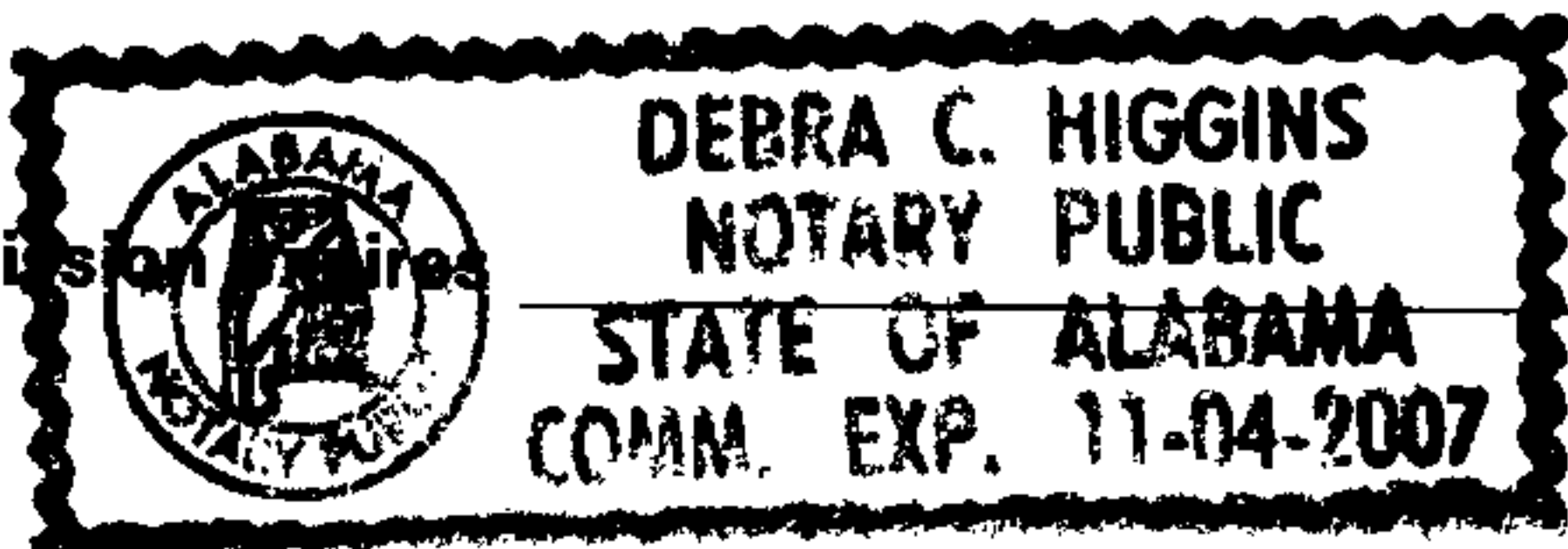
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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Bret A Zabransky and Paula R Zabransky, HUSBAND AND WIFE**, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Assignment, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 5<sup>th</sup> day of February, 2004.

Debra C Higgins  
Notary Public

My commission expires





SCHEDULE A, CONTINUED  
LEGAL DESCRIPTION

PARCEL I:

A part of the NE 1/4 of the SE 1/4 and the SE 1/4 of the NE 1/4 of Section 13, Township 24 North, Range 15 East, Shelby County, Alabama, described as follows: Commence at the SW corner of the SE 1/4 of the NE 1/4 of Section 13, Township 24 North, Range 15 East, Shelby County, Alabama, and run thence North 0 degrees 10 minutes 12 seconds East along the West line of said 1/4-1/4 Section a distance of 213.60 feet to a point; thence run South 89 degrees 49 minutes 48 seconds East a distance of 291.04 feet to a point on the Easterly margin of Lakeshore Drive and the point of beginning of the property, Parcel No. 2, being described; thence North 6 degrees 17 minutes 41 seconds West along the East margin of said Lakeshore Drive a distance of 173.43 feet to the P.C. of a property line curve to the right having a central angle of 74 degrees 16 minutes 50 seconds and a radius of 13.20 feet; thence continue along the arc of said curve an arc distance of 17.12 feet to the P.T. of said curve; thence run North 67 degrees 59 minutes 07 seconds East along the South margin of South River Drive a distance of 124.60 feet to a point marking the NW corner of Lot 56 of LaCoosa Estates subdivision as recorded in the Office of the Judge of Probate of Shelby County, Alabama; thence run South 18 degrees 39 minutes 23 seconds East along the Westerly property lines of Lots 56 and 57 of said LaCoosa Estates subdivision a distance of 336.02 feet to a point; thence run South 28 degrees 49 minutes 03 seconds East over and across the Westerly property lines of Lots 58, 59, and a part of Lot 60 of same said LaCoosa Estates subdivision a distance of 257.16 feet to a point; thence run South 24 degrees 55 minutes 42 seconds West a distance of 43.01 feet to a point; thence run South 36 degrees 34 minutes 31 seconds West a distance of 78.97 feet to a point; thence run South 32 degrees 51 minutes 45 seconds West a distance of 137.64 feet to a point on the North margin of same said South River Drive in a curve to the left having a central angle of 22 degrees 59 minutes 50 seconds and a radius of 221.87 feet; thence continue along the arc of said road margin an arc distance of 89.05 feet to the P.T.; thence run South 83 degrees 45 minutes 07 seconds West a distance of 40.41 feet to the P.C. of a curve to the right having a central angle of 89 degrees 57 minutes 13 seconds and a radius of 10.0 feet; thence continue along the arc of said curve an arc distance of 15.70 feet to the P.T.; thence run North 6 degrees 17 minutes 41 seconds West along the East margin of Lakeshore Drive a distance of 519.31 feet to the point of beginning; being situated in Shelby County, Alabama.

PARCEL II: A part of the SW 1/4 of the NE 1/4, the SE 1/4 of the NE 1/4, and the NE 1/4 of the SE 1/4 of Section 13, Township 24 North, Range 15 East, Shelby County, Alabama, described as follows: Begin at the SW corner of the SE 1/4 of the NE 1/4 of Section 13, Township 24 North, Range 15 East, Shelby County, Alabama and run thence North 0 degrees 10 minutes 12 seconds East along the West line of said 1/4-1/4 Section a distance of 213.60 feet to a point; thence run North 79 degrees 58 minutes 02 seconds West a distance of 302.26 feet to a point on the Easterly right of way line of Shelby County Road No. 71 in a curve to the left having a central angle of 24 degrees 59 minutes 26 seconds and a radius of 1,105.85 feet; thence run North-easterly along the arc of said right of way line curve an arc distance of 482.33 feet to a point; thence run South 89 degrees 44 minutes 08 seconds East a distance of 19.98 feet to a point; thence run North 0 degrees 10 minutes 13 seconds East along said right of way line a distance of 83.04 feet to a point on the South margin of Lakeshore Drive; thence run South 89 degrees 04 minutes 03 seconds East along said margin of said Lakeshore Drive a distance of 63.50 feet to the P.C. of said Lakeshore

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SCHEDULE A, PAGE 2, COMMITMENT NO. S-04-12166

**STEWART TITLE**<sup>®</sup>  
GUARANTY COMPANY



SCHEDULE A, CONTINUED  
LEGAL DESCRIPTION, CONTINUED

Drive of a curve to the right having a central angle of 59 degrees 41 minutes 06 seconds and a radius of 236.56 feet; thence continue along the arc of said right of way curve an arc distance of 246.42 feet to the P.T. of said curve; thence run South 6 degrees 17 minutes 41 seconds East along the Westerly margin of said Lakeshore Drive a distance of 930.92 feet to the P.C. of a curve to the left having a central angle of 12 degrees 14 minutes 00 seconds and a radius of 491.59 feet; thence continue along the arc of said right of way margin line an arc distance of 104.96 feet to the P.T. of said curve; thence run South 18 degrees 32 minutes 45 seconds East along said road margin a distance of 188.16 feet to a point; thence run South 57 degrees 45 minutes 59 seconds West a distance of 171.02 feet to a point; thence run North 64 degrees 11 minutes 46 seconds West a distance of 39.42 feet to a point on the water line elevation property line of Lay Lake; thence continue along the water line property line of Lay Lake for the following 15 calls in the order here given: North 15 degrees 55 minutes 29 seconds West 118.29 feet; North 49 degrees 33 minutes 29 seconds East 138.35 feet; North 18 degrees 13 minutes 26 seconds West 126.19 feet; thence North 4 degrees 59 minutes 43 seconds West 39.53 feet; thence North 21 degrees 24 minutes 54 seconds East 62.11 feet; North 89 degrees 03 minutes 07 seconds East 14.57 feet; North 2 degrees 34 minutes 58 seconds West 168.57 feet; North 6 degrees 23 minutes 32 seconds West 209.03 feet; South 88 degrees 17 minutes 34 seconds West 116.74 feet; South 02 degrees 48 minutes 13 seconds East 141.42 feet; South 6 degrees 05 minutes 33 seconds West 145.90 feet; South 30 degrees 25 minutes 51 seconds West 26.71 feet; South 71 degrees 05 minutes 19 seconds West 73.22 feet; North 84 degrees 33 minutes 20 seconds West 32.10 feet; North 03 degrees 02 minutes 54 seconds West 117.68 feet to a point on the West line of the NE 1/4 of the SE 1/4 of said Section 13; thence run North 0 degrees 10 minutes 12 seconds East along said West line a distance of 150.53 feet to the point of beginning.

LESS AND EXCEPT THE FOLLOWING:

Commence at the NW corner of the SE 1/4 of the NE 1/4 of Section 13, Township 24 North, Range 15 East, Shelby County, Alabama, and run South along the West line of said 1/4-1/4 a distance of 1310.19 feet to a point; thence run South 38 degrees 15 minutes 48 seconds East a distance of 408.34 feet to the point of beginning of the property herein described; thence run South 75 degrees 51 minutes 12 seconds East 32.09 feet to a point on the West margin of Lakeshore Drive; thence run Southerly along the said West margin of Lakeshore Drive a distance of 259.93 feet to a point; thence run South 38 degrees 05 minutes 05 seconds West 43.22 feet to a point; thence run North 61 degrees 11 minutes 05 seconds West 37.65 feet to a point on the water line of Lay Lake; thence run along the said water line elevation property line of said Lay Lake a distance of 227.83 feet to the point of beginning. All being situated in Shelby County, Alabama.

ALSO, LESS AND EXCEPT the following property previously conveyed to M.J. Hardy, Frances H. Hardy, and Edith L. Haley, as recorded in Real Record 333, Page 109, being more particularly described as follows: Commence at the NW corner of the SE 1/4 of the NE 1/4, Section 13, Township 24 North, Range 15 East, Shelby County, Alabama, and run thence South along the West line of said 1/4-1/4 Section a distance of 1,310.19 feet to a point; thence run South 38 degrees 15 minutes 48 seconds East 408.34 feet to a point; thence run South 75 degrees 51 minutes 12 seconds East 32.09 feet to a point on the West margin of Lakeshore Drive; thence run Southerly along said margin of said drive 259.93 feet to the

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SCHEDULE A, PAGE 3, COMMITMENT NO. S-04-12166

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SCHEDULE A, CONTINUED  
LEGAL DESCRIPTION, CONTINUED

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Shelby Cnty Judge of Probate, AL  
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point of beginning of the property being described; thence run South 18 degrees 32 minutes 45 seconds East along said West margin of said Lakeshore Drive a distance of 153.15 feet to a point; thence run South 57 degrees 45 minutes 59 seconds West a distance of 171.02 feet to a point; thence run North 64 degrees 11 minutes 46 seconds West a distance of 39.42 feet to a point on the elevation property line of Lay Lake, thence run North 15 degrees 55 minutes 29 seconds West along said Lay Lake line a distance of 118.29 feet to a point; thence continue along Lay Lake property line North 49 degrees 33 minutes 29 seconds East a distance of 138.35 feet to a point; thence South 60 degrees 04 minutes 06 seconds East a distance of 37.65 feet to a point; thence run North 36 degrees 56 minutes 21 seconds East a distance of 43.22 feet to the point of beginning. According to survey of Joseph E. Conn, Jr., RLS 9049, dated February 8, 1991. Situated in Shelby County, Alabama.

SAID PROPERTY IS SUBJECT TO EASEMENTS RESERVED IN REAL RECORD 220, PAGE 692, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: A NON-EXCLUSIVE EASEMENT APPURTENANT FOR INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING DESCRIBED REAL ESTATE:

EASEMENT NO. 1: The following is a description of the centerline of a proposed 20 foot easement along an existing driveway or road, said easement being 10 feet on either side of the following described centerline: Commence at the NW corner of the NE 1/4 of the SE 1/4 of Section 13, Township 24 North, Range 15 East, Shelby County, Alabama, and run thence South 0 degrees 10 minutes 12 seconds West along West line of said 1/4-1/4 Section a distance of 522.14 feet to a point; thence run South 89 degrees 49 minutes 48 seconds East a distance of 343.19 feet to a point on the Westerly margin of Lakeshore Drive in the centerline of an existing dirt or natural surfaced driveway and the point of beginning, on centerline, of the easement being described; thence run South 37 degrees 22 minutes 15 seconds West along centerline of said natural surfaced road a distance of 117.42 feet to a point; thence run South 21 degrees 47 minutes 12 seconds West along the centerline of same said driveway or road a distance of 133.64 feet to the end of proposed easement; being situated in Shelby County, Alabama.

EASEMENT NO. 2: The following is a description of the centerline of a proposed access easement twenty feet in width, ten (10') feet on either side of the following described centerline: Commence at the SW corner of the SW 1/4 of the NW 1/4 of Section 13, Township 24 North, Range 15 East, Shelby County, Alabama, and run thence Easterly along the South line of said quarter-quarter a distance of 264.12 feet to a point on the Westerly margin of Lakeshore Drive; thence run South 6 degrees 17 minutes 41 seconds East along said margin of said Drive a distance of 115.02 feet to the centerline of an existing driveway or road and the point of beginning on centerline of the easement being described; thence run North 87 degrees 49 minutes 46 seconds West along center of said driveway a distance of 153.34 feet to a point; thence run along centerline of existing driveway South 0 degrees 47 minutes 15 seconds West a distance of 240.15 feet to a point; thence run South 86 degrees 12 minutes 15 seconds West a distance of 94.03 feet to the West line of the NE 1/4 of the SE 1/4 of said Section 13, and the end of the proposed easement.