

12. NOTICES. Except as otherwise required by law, any notice or other communication to be provided under this Assignment shall be in writing and sent to the parties at the addresses indicated in this Assignment or such other address as the parties may designate in writing from time to time.

13. SEVERABILITY. Whenever possible, each provision of this assignment shall be interpreted so as to be valid and effective under applicable state law. If any provision of this Assignment violates the law or is unenforceable, the rest of the Assignment shall remain valid.

14. COLLECTION COSTS. To the extent permitted by law, Lessor agrees to pay Lender's reasonable fees and costs, including, but not limited to, fees and costs of attorneys and other agents (including without limitation paralegals, clerks and consultants) whether or not any attorney is an employee of Lender, which are incurred by Lender in collecting any amount due or enforcing any right or remedy under this Assignment, all whether or not suit is brought and including, but not limited to, fees and costs incurred on appeal, in bankruptcy, and for post-judgment collection actions. These collection costs are secured by this Assignment and the Security Instrument.

15. MISCELLANEOUS. (a) A default by Lessor under the terms of any of the Leases which would entitle the tenant thereunder to cancel or terminate such Lease shall be deemed a default under this Assignment and under the Note and Security Instrument so long as, in Lender's option, such default results in the impairment of Lender's security. (b) A violation by Lessor of any of the covenants, representations or provisions contained in this Assignment shall be deemed a default under the terms of the Note and Security Instrument. (c) This Assignment shall be binding upon and inure to the benefit of Lessor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees. (d) This Assignment shall be governed by the laws of the state indicated in the address of the Premises. Unless applicable law provides otherwise, Lessor consents to the jurisdiction of any court selected by Lender in its sole discretion located in the state indicated in Lender's address in the event of any legal proceeding under this Assignment. (e) All references to Lessor in this Assignment shall include all persons signing below. If there is more than one Lessor, their obligations shall be joint and several. This Assignment represents the complete and integrated understanding between Lessor and Lender pertaining to the terms hereof.

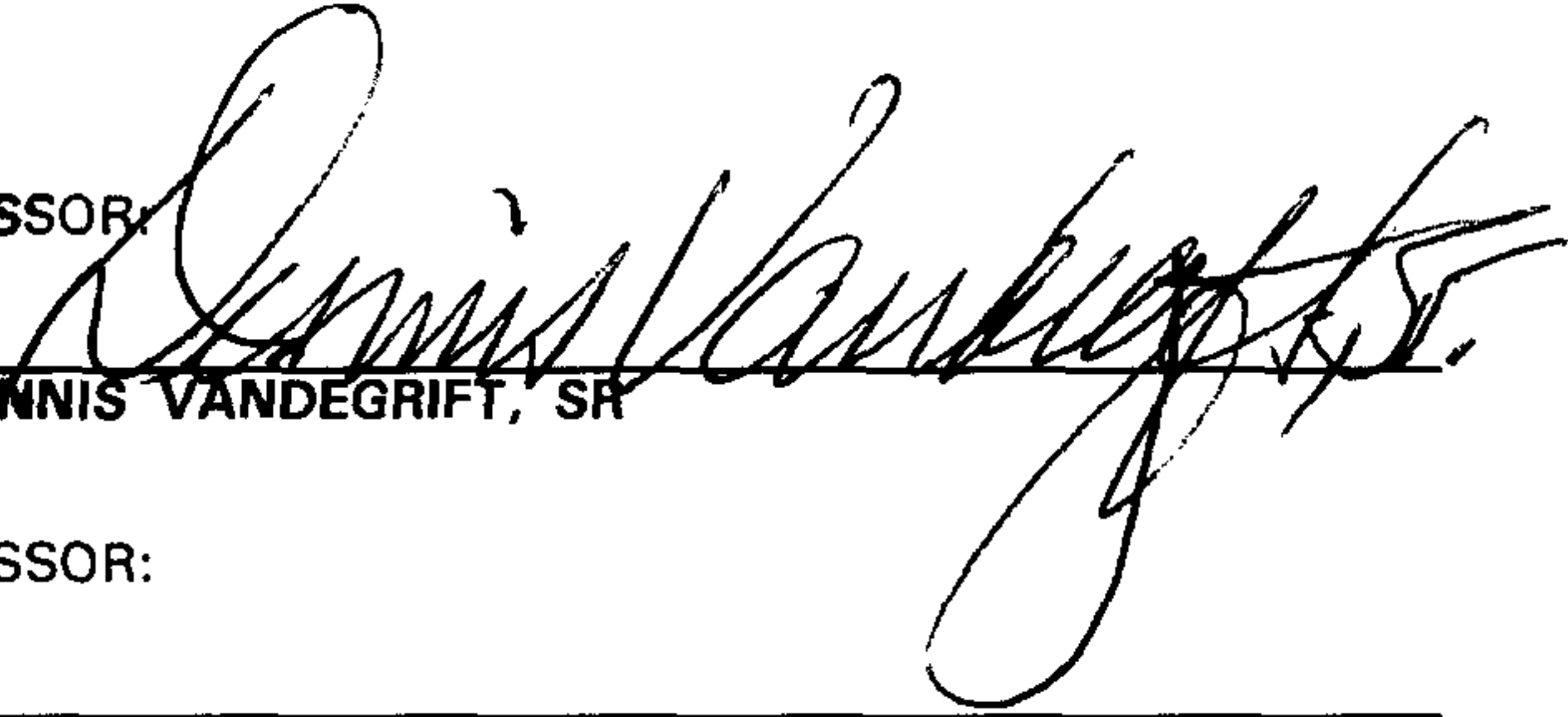
16. JURY TRIAL WAIVER. LESSOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY CIVIL ACTION ARISING OUT OF, OR BASED UPON, THIS ASSIGNMENT.

17. ADDITIONAL TERMS.

18. INDEXING INSTRUCTIONS.

LESSOR ACKNOWLEDGES THAT LESSOR HAS READ, UNDERSTANDS, AND AGREES TO THE TERMS AND CONDITIONS OF THIS ASSIGNMENT.

Dated: October 25, 2004

LESSOR: 
DENNIS VANDEGRIFT, SR
LESSOR:

LESSOR:

LESSOR:

LESSOR:

LESSOR:

LESSOR:

LESSOR:

LESSOR:

This Instrument Prepared by:
Central State Bank
P.O. Box 180
Calera, AL 35040

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF SHELBY

I, THE UNDERSIGNED AUTHORITY, a Notary Public in and for said County, in said State, hereby certify that DENNIS VANDEGRIFT, SR., whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, HE, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 25TH day of OCTOBER 2004.



Notary Public

My Commission expires: MY COMMISSION EXPIRES
NOV. 21, 2005

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF _____

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, _____, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this _____ day of _____.

Notary Public

My Commission expires: _____

CORPORATE OR OTHER ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF _____

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____, of _____, a _____, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, _____, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, on the day the same bears date.

Given under my hand and official seal, this _____ day of _____.

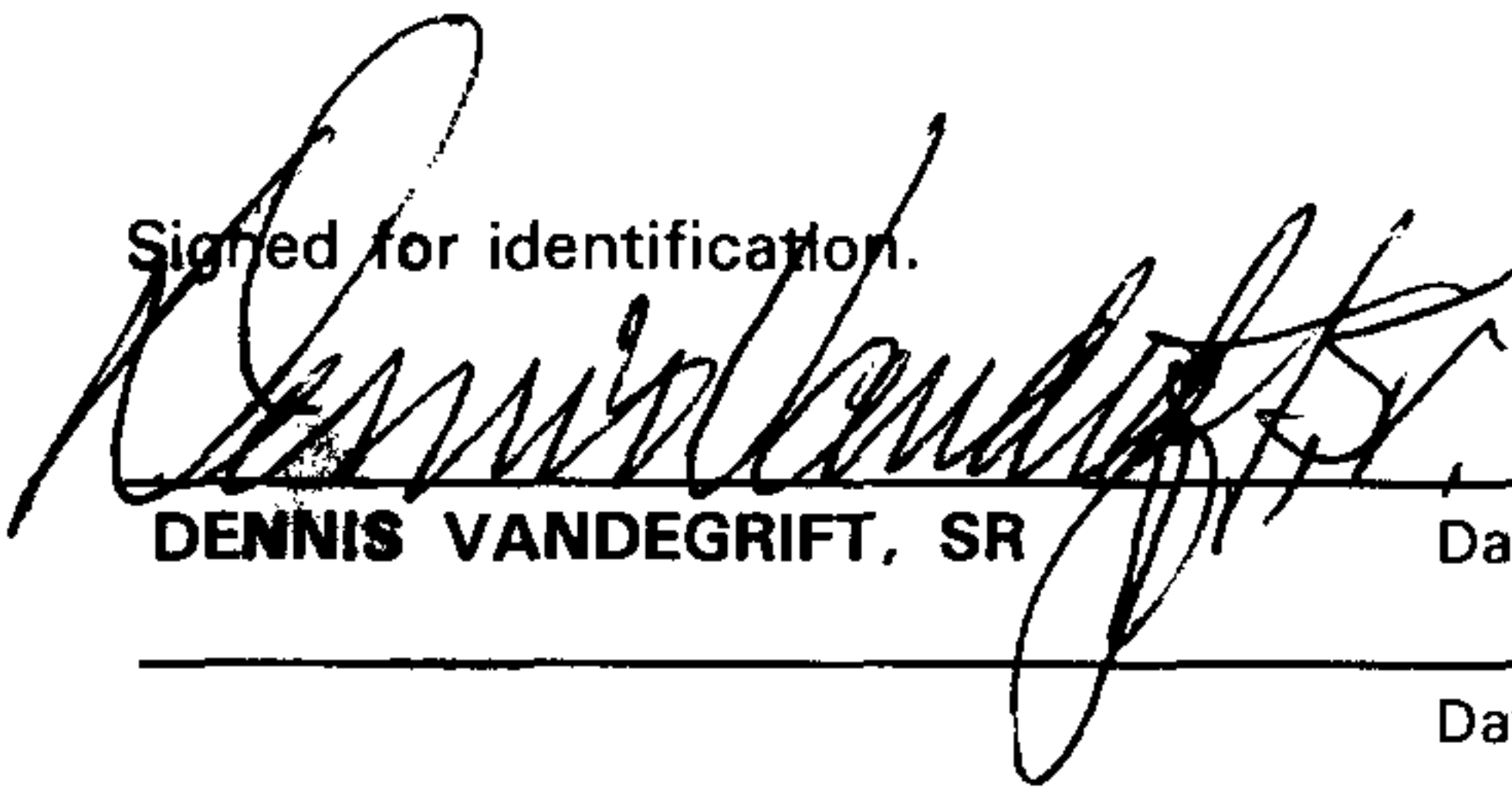
Notary Public

My Commission expires: _____

SCHEDULE A

1ST MORTGAGE ON COMMERCIAL REAL ESTATE IN SHELBY CO, AL
SEE ATTACHED LEGAL DESCRIPTION

Signed for identification.



DENNIS VANDEGRIFT, SR

10/25/2004

Date

Date

Date

Date

Date

Date

Commence at the NE corner of the NW 1/4 of the SE 1/4 of Section 9, Township 22 South, Range 2 West; thence run westerly along the north line thereof for 942.04 feet to the easterly R/W of U.S. Highway #31; thence 85 degrees 56 minutes left run southerly along said R/W for 278.20 feet to the Point of Beginning; thence continue last described course for 220.02 feet to a point; thence 86 degrees 00 minutes left run easterly for 175.00 feet to a point; thence 93 degrees 50 minutes 53 seconds left run northerly 100.20 feet to a point; thence 0 degrees 36 minutes 41 seconds left run northerly 120.14 feet to a point; thence 85 degrees 37 minutes 52 seconds left run westerly for 174.16 feet to the Point of Beginning.

CENTRAL STATE BANK
P. O. BOX 180
CALERA, ALABAMA 35040