FORM 0706

STATE OF ALABAMA

COUNTY OF SHELBY

20050429000205220 1/4 $20.00
Shelby Cnty Judge of Probate,AL
04/29/2005 09:21:45AM FILED/CERT

ASSIGNMENTS OF RENTS AND LEASES

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, Edwin B. Lumpkin, Jr. (herein called "Assignor") in consideration of the sum of One Dollar ($1.00) and other valuable consideration in hand paid to Assignor by First American Bank (herein called "Assignee"), receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto Assignee, its successors and assigns, all the rights, interest and privileges it has or may have and all rents payable under leases pertaining to the real estate located in SHELBY County, Alabama, which is more particularly described on Exhibit "A" attached hereto, including, without limitation to, those which become due under lease(s) referred to on Exhibit "B" attached hereto, and under leases whether presently or hereafter made, whether written or verbal, and from any letting of, or agreement for the use or occupancy of, any part of the real estate described on Exhibit "A" attached hereto, including, without limitation, all the rents, issues and profits now due and which may hereafter become due under or by virtue of any said lease, leases and agreements.

This agreement is made as additional security for the payment of indebtedness due by Assignor to Assignee in the amount of FIVE HUNDRED THOUSAND AND NO/100 Dollars ($ 500000.00), as evidenced by a promissory note ("Note") dated the 12th day of April, 2005, and executed and delivered by Assignor to Assignee, and as additional security for the full and faithful performance as Assignor of all the terms and conditions of said Notes and of a certain mortgage of even date therewith ("Mortgage") executed and delivered by Assignor to Assignee on the real estate described on Exhibit "A" attached hereto to secure the payment of the Note and to secure the payment of any and all other indebtedness owed by Assignor to Assignee whether evidenced by promissory note or otherwise.

Assignor agrees to duly operate and maintain the aforesaid real estate and perform all requisites on its part to keep any and all leases covering said real estate or the improvements thereon in full force.

Assignor agrees that this Agreement shall cover all leases now existing and future leases hereafter entered into, whether written or verbal, or any letting of, or any agreement for the use or occupancy of any part of said real estate or the improvements thereon.

Assignor further agrees that it will not make any further assignment of the rent or any part of the rent of said real estate or the improvements thereon under any lease or leases presently existing or hereafter entered into, or other agreements relating to the use of any part of the real estate described on Exhibit "A" attached hereto, nor do any other act whereby the lien of the aforesaid Mortgage may, in the opinion of the Assignee, be impaired in value or quality.

Assignor further agrees that this Assignment is to remain in full force and effect so long as the Note of any other indebtedness owed by Assignor to Assignee remains unpaid and that it may be enforced by Assignee, its successors and assigns, or the holder of the Note.

Assignor further agrees that it will not collect rents under any leases or other agreements relating to use of any part of the real estate or the improvements thereon described on Exhibit "A" attached hereto for a period further in advance than thirty (30) days without the written consent of Assignee; Assignor covenants that no more than one month's rent plus security deposit has been or will be collected from any tenant occupying any part of the real estate described on Exhibit "A" and that no concessions or other agreements have been or will be made with said tenant(s), other than those contained in leases dated prior to the date of this Assignment.

It is expressly understood and agreed by Assignor and Assignee hereof that said Assignor reserves, and is entitled to collect, said rents, income and profits upon, but not prior to, their accrual under the aforesaid leases, and to retain, use and enjoy the same unless and until Assignor defaults in the performance of the terms and conditions of the Note or the Mortgage or this Assignment or any other indebtedness owed by Assignor to Assignee.

Assignor does hereby authorize and empower Assignee, it successors and assigns, or the holder of the Note, upon default to take immediate possession of the real estate without notice and to collect upon demand, after any default hereunder or under the Mortgage or Note or under the documents evidencing or securing any other indebtedness due Assignee from Assignor, all of the rents, issues and profits now due or which may hereafter become due under or by virtue of any lease or leases, whether written or verbal, or any letting of, or agreement for the use or occupancy of any part of said real estate or the improvements thereon, and to take such action, legal or equitable, as may be deemed necessary to enforce payment of such rents, issues and profits. Any lessee or tenant making such payment to Assignee shall be under no obligation to inquire into or determine the actual existence of any default claimed by Assignee.

Any amounts received or collected by Assignee, its successors or assigns, by virtue of this Assignment shall be applied for the following purposes, but not necessarily in the order named, priority and application of such funds being within the sole discretion of the holder of the Note:

(1) to the payment of all necessary expenses for the operation, protection and preservation of said real estate and the improvements thereon, including the usual and customary fees for management services and attorneys' fees incurred by Assignee in obtaining advice in connection with the default which gave rise to the implementation of this Agreement;

(2) to the payment of taxes and assessments levied and assessed against the real estate described herein as said taxes and assessments become due and payable;

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(3) to the payment of premiums due and payable on any insurance policy relating to said real estate and the improvements thereon;

(4) to the payment of installments of principal and interest on the Note as and when they become due and payable pursuant to the terms of said Note or to the payment of any other indebtedness due Assignee from Assignor; and

(5) the balance remaining after payment of the above shall be paid to the then owner of record of said real estate.

Assignor hereby agrees to indemnify Assignee for, and to save it harmless from, any and all liability, loss or damage which Assignee might incur under leases made by Assignor or by virtue of this Assignment, and from any and all claims and demands whatsoever which may be asserted against Assignee thereunder or hereunder, and, without limiting the generality of the foregoing, covenant that this Assignment shall not operate to place responsibility for the control, care, management or repair of said real estate upon Assignee, nor the carrying out of any of the terms and conditions of said leases; nor shall it operate to make Assignee responsible or liable for any waste committed on the real estate and the improvements thereon by the tenants or any other party, or for any negligence in the management, upkeep, repair or control of said real estate resulting in loss or injury or death to any tenant, licensee, invitee, employee, stranger or other person.

Assignor covenants that it is the sole owner of the rents, rights and interest assigned hereby, that as of the date hereof there are no outstanding assignments of any leases affecting the real estate or improvements thereon described on Exhibit "A", and that Assignor has the authority and is fully authorized to execute this Assignment.

Assignor covenants and agrees that it will not amend, modify or terminate the lease or leases which has(have) been or will be executed affecting the real estate or improvements thereon described on Exhibit "A" or any other lease or leases, which is(are) hereby assigned without the prior written consent of Assignee.

Assignor covenants and agrees that as long as the indebtedness(es) secured hereby or any part thereof remains unpaid, that it will not enter into any lease, whether written or verbal, for the use or occupancy of, any part of the real estate described on Exhibit "A" attached hereto without first obtaining written consent and approval to said lease(s) by Assignee which consent and approval shall be within Assignee's sole discretion. Assignor agrees not to lease any space or renew any existing lease to any individual, person, corporation, partnership, sole proprietorship, governmental agency or charitable organization for a lease term of less than one year, and no concessions of or rent deductions are to be made which cause, directly or indirectly, the value of the secured property to be reduced in any way.

This Assignment shall be binding upon Assignor and its successors and assigns and shall inure to the benefit of Assignee and its respective successors and assigns.

IN WITNESS WHEREOF, the Assignor signed and sealed this Agreement on this 12th day of April, 2005.

Edwin B. Lumpkin (SEAL)
Edwin B. Lumpkin, Jr.

_____ (SEAL)

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Edwin B. Lumpkin, Jr. whose name(s) is (are) signed to the foregoing instrument, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12th day of April, 2005.

Nina H. Williams
NOTARY PUBLIC
MY Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Jan 24, 2008 BONDED THRU NOTARY PUBLIC UNDERWRITERS

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STATE OF ALABAMA

COUNTY OF _____

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

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

NOTARY PUBLIC
MY Commission Expires: _____

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EXHIBIT A

Description

Parcel 1:

Part of the Southwest quarter of Northeast quarter and part of the Southeast quarter of Northwest quarter of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, said parts being more particularly described as follows:

From the Northwest corner of said Southwest quarter of Northeast Quarter, run East along the North line thereof for 881.83 feet, more or less, to a point on the West line of the right of way of U.S. Highway 31; thence turn at an angle to the right of 115° 53' and run Southwesterly along said West right of way line for a distance of 944.93 feet to a point; thence turn at an angle to the right of 65° 01' and run westerly for a distance of 137.90 feet to the point of beginning; thence continue along the same course for 346.76 feet to center of the Old Montgomery Highway; thence turn at an angle to the right of 111° 06' and run Northeasterly along the center of the old highway for a distance of 279.14 feet; thence turn at an angle to the right of 93° 53' and run Easterly 333.22 feet; thence turn at an angle to the right of 90° 00' and run Southwesterly for a distance of 132.00 feet to the point of beginning.

Parcel 2:

Part of the Southwest quarter of Northeast quarter of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, said part being more particularly described as follows:

From the Northwest corner of said Southwest quarter of Northeast quarter, run East along the North line thereof for 881.83 feet, more or less, to a point on the West line of the right of way of U.S. Highway 31; thence turn an angle to the right of 115° 53' and run Southwesterly along said West right of way line for a distance of 298.99 feet to a point of beginning; thence continue Southwesterly along said West right of way line for a distance of 103.82 feet; thence turn at an angle to the right of 90° 00' and run Westerly for a distance of 80 feet; thence turn at an angle to the right of 90° 00' and run Northerly for a distance of 65 feet; thence turn at an angle to the right of 64° 07' and run Easterly for a distance of 88.92 feet to the point of beginning.

Parcel 3:

Part of the Southwest quarter of Northeast quarter of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, said part being more particularly described as follows:

From the Northwest corner of said Southwest quarter of Northeast quarter run East along the North line thereof for 881.83 feet, more or less, to a point on the West line of the right of way of U.S. Highway 31; thence turn at an angle to the right of 115° 53' and run Southwesterly along said West right of way line for a distance of 853.17 feet to a point of beginning; thence continue Southwesterly along said West right of way line for a distance of 91.76 feet; thence turn at an angle to the right of 65° 01' and run Westerly for a distance of 137.90 feet; thence turn at an angle to the right of 114° 59' and run Northeasterly for a distance of 150.00 feet; thence turn at an angle to the right of 90° 00' and run Easterly for 125.0 feet to the point of beginning.

Parcel 4:

Part of the Southwest quarter of Northeast quarter of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, said part being more particularly described as follows:

From the Northwest corner of said Southwest quarter of Northeast quarter, run East along the North line thereof for 881.83 feet, more or less, to a point on the West right of way of U.S. Highway 31; thence turn an angle to the right of 115° 53' and run Southwesterly along said West right of way line for a distance of 392.81 feet to the point of beginning; thence continue Southwesterly along said right of way for a distance of 460.36 feet; thence turn at an angle to the right of 90° and run Northwesterly for a distance of 125 feet; thence turn an angle to the left of 90° 00' and run Southwesterly for a distance of 18 feet; thence turn an angle to the right of 90° 00' and run Northwesterly for a distance of 333.22 feet to the center line of the Old Montgomery Highway; thence turn an angle to the right of 86 degrees 07' and run Northerly along the center line of the Old Montgomery Highway for a distance of 124.34 feet; thence turn an angle to the right of 12° 09' and run Northerly along the centerline of Old Highway, 251.86 feet; thence turn at an angle to the right of 55° 51' and run Easterly for a distance of 389.50 feet; thence turn at an angle to the right of 115° 53' and run Southerly for a distance of 65 feet; thence turn at an angle to the left of 90° 00' and run Easterly for a distance of 80 feet to the point of beginning.

TO BE KNOWN AS

A parcel of land situated in the North 1/2 of Section 12, Township 20 South, Range 3 West, being more particularly described as

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follows:

Commence at the Northwest corner of the SW 1/4 - NE 1/4 of said Section 12; thence run in a Easterly direction along the North boundary of the said SW 1/4 - NE 1/4 for a distance of 881.83 feet to a point on the Western most right of way line of US Highway 31 (200' right of way); thence turn a deflection angle to the right of 115 degrees 53 minutes 00 seconds and run in a Southwesterly direction along said right of way line for a distance of 289.31 feet to a point on the Southern most right of way line of Crosscreek Trail (60' right of way) and the POINT OF BEGINNING; thence turn a deflection angle to the left of 00 degrees 03 minutes 24 seconds and run in a Southwesterly direction along said right of way line of US Highway 31 for a distance of 103.72 feet; thence turn a deflection angle to the right of 00 degrees 02 minutes 30 seconds and run in a Southwesterly direction along said right of way line for a distance of 460.36 feet; thence continue along the last described course and along said right of way for a distance of 91.76 feet to the Northern most right of way line of Welborn Street (40' right of way); thence turn a deflection angle to the right of 65 degrees 04 minutes 45 seconds and run in a Northeasterly direction along said right of way line of Welborn Street for a distance of 483.95 feet to a point on the center line of Old Montgomery Highway; thence leaving said right of way line turn a deflection angle to the right of 110 degrees 59 minutes 30 seconds and run in a Northeasterly direction along said center line for a distance of 278.43 feet; thence turn a deflection angle to the left of 00 degrees 00 minutes 12 seconds and run in a Northeasterly direction along said center line for a distance of 124.17 feet; thence turn a deflection angle to the right of 12 degrees 11 minutes 47 seconds and run in a Northeasterly direction along said center line for a distance of 252.85 feet to a point on the said Southern most right of way line of Crosscreek Trail; thence turn a deflection angle to the right of 55 degrees 57 minutes 05 seconds and run in a Southeasterly direction along said right of way line for a distance of 388.85 feet; thence continue along the last described course for a distance of 88.83 feet to the POINT OF BEGINNING.