AMSOUTH

This instrument prepared by:

Marceline Mott
2330 UNIVERSITY BLVD
TUSCALOOSA, AL 35401

20050916000483180 1/4 $20.00
Shelby Cnty Judge of Probate, AL
09/16/2005 03:47:00PM FILED/CERT

STATE OF Alabama
SHELBY COUNTY

Assignment of Leases, Rents and Income

THIS AGREEMENT is made as of September 16, 2005 by HELENA PARTNERS 1, LLC (hereinafter referred to as the "Assignor," whether one or more) in favor of AmSouth Bank (hereinafter referred to as the "Assignee").

WITNESSETH:

WHEREAS, the Assignor is the owner of certain real property with the buildings and improvements thereon situated in the City of HELENA County of SHELBY, in the State of Alabama more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Assignee has accepted a Promissory Note executed by HELENA PARTNERS 1, LLC (the "Maker") dated September 16, 2005, in the principal sum of $1,000,000.00; and

WHEREAS, the Assignor is the landlord under those certain leases described on Exhibit "B" attached hereto and made a part hereof; and

WHEREAS, the Assignee accepted the note described above on the condition that the Assignor assign all of its right, title and interest in and to all leases in which it is landlord now on the Property or any portion thereof or which may hereafter be placed thereon, including, without limitation, the leases referred to above.

NOW THEREFORE, in consideration of the premises aforesaid and other good and valuable consideration paid to the Assignor by the Assignee, the receipt and sufficiency of which are hereby acknowledged, and to secure the payment of the debt evidenced by the note described above and any and all other additional indebtedness now or hereafter owing by the Maker to the Assignee, and any and all extensions and renewals thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such extensions and renewals (the note or instruments evidencing such debt are hereinafter collectively called the "Notes," whether one or more), and the compliance with all the stipulations contained herein or in any mortgage, deed of trust or other document securing the Notes (any and all such security documents being hereinafter collectively called the "Security Documents"), the Assignor does hereby assign, pledge, transfer and set over, and grant a continuing security interest in, unto the Assignee all of its right, title and interest in and to all leases in which it is landlord, by assignment or otherwise, now on the Property, or which may hereafter be placed thereon (the "Leases" whether one or more), and all of the rents, issues and profits now due or to become due and derived from the Property, until the Notes and the obligations above referred to have been fully paid and satisfied of record.

In furtherance of the foregoing assignment the Assignor hereby authorizes the Assignee, upon and in the event of default in any of the payments due under, or in the performance of any of the terms, covenants and conditions of, any of the Notes or the Security Documents, at its option to enter upon the Property and to collect, by its officers, agents, or employees, in the name of the Assignor, or in its own name as Assignee, the rents accrued but unpaid and in arrears at the date of such default, as well as the rents thereafter accruing and becoming payable during the period of said or any other default. The Assignor also authorizes the Assignee upon such entry, at its option, to take over and assume the management, operation and maintenance of the Property, and in general to perform all actions necessary in connection therewith in the same manner and to the same extent as the Assignor might reasonably so act. Upon electing to exercise the rights herein granted, the Assignee shall make reasonable efforts to collect the rents, reserving however, within its own discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent rents shall be prosecuted, but it shall not be accountable for more money than it actually receives from the Property and shall not be liable for failure to collect rents.

The Assignee shall, after payment of all proper charges and expenses, credit the net amount received from the Property by virtue of this assignment, or by virtue of the exercise of any power herein granted, to any amounts due and owing to it by the Maker under the terms of the Notes and Security Documents, but the manner of the application of such net income and the items which shall be credited shall be within the sole discretion of the Assignee.

It is agreed and understood by the Assignor that there shall be no legal obligation on the part of the Assignee to collect the rentals as provided for in the Leases, nor shall the Assignee be in anywise liable or responsible for the failure of the tenants of the Assignor to pay said rentals, but when and if collected, said rentals shall be applied to any amounts due and owing to the Assignee by the Maker under the terms of the Notes and Security Documents as above stipulated. The Assignor agrees to indemnify and hold the Assignee harmless from and against any and all liability, loss, damage, cost, and expense which the Assignee may incur under any of the Leases or by reason of this assignment.

It is a condition of the granting of these powers, benefits and privileges and of the making of this assignment that, until an act of default shall be made by the Maker in the full and complete performance of any of the agreements, covenants and promises in any of the Notes or Security Documents, including, without limitation, the making of the payments due thereunder, the Assignor may receive, collect and enjoy the rents, issues and profits from the Property; but it is covenanted and agreed by the Assignor, for the consideration aforesaid, that upon the happening of any default in the performance of the covenants contained in or in the making of the payments due under the Notes and Security Documents, the Assignee may receive and collect all the said rents, issues and profits and at its option exercise all other powers, privileges and benefits granted by this instrument, and the Assignor will immediately turn over all Leases to the Assignee at its request, and will execute any further assignment necessary to effect such transfer.

The Assignor by these presents does hereby authorize and direct any tenant or tenants of all or any portion or portions of the Property, upon receipt of notice in writing from the assignee of an act of default by the Assignor under any of the Notes or Security Documents, to pay to the Assignee all rent then due or thereafter to become due under the terms of any Lease.

The Assignor shall not be entitled to, and hereby covenants and agrees that it will not, without the written consent of the Assignee:

(a) Cancel any Lease or accept a surrender thereof, except in accordance with the conditions and contingencies as set out therein;

(b) Modify any Lease so as to decrease the term of such Lease, reduce the rent or change the time of payment of same, or diminish the obligation of the tenant with regard to the payment of taxes and insurance;

(c) Consent to an assignment of the tenant's interest in or under any Lease which will relieve the tenant of liability for the payment of rent and the performance of the terms and conditions of the Lease; or

(d) Collect the rents and profits of the Property for more than one month in advance;

And any of the above acts, if done without the written consent of the Assignee shall be null and void. The Assignor shall have the right to modify any Lease or take any other action with respect thereto which does not violate the specific provisions of this instrument.

The Assignor hereby covenants and warrants to the Assignee that neither it, nor any previous owner, has executed any prior assignment or pledge of the rents, issues and profits of the Property or of its interest in and to any Lease, and further covenants and agrees that it has not performed any acts or executed any agreement which might prevent the Assignee from operating under any of the terms and conditions of this instrument, or which would limit the Assignee in such operation.

The rights and powers herein granted, conveyed, and assigned are continuing rights, and the exercise of same upon the occasion of one default shall not abrogate or diminish the rights and powers of the Assignee hereunder upon the occasion of any subsequent default or defaults, and, likewise, the failure to exercise same upon the occasion of any default shall not constitute a waiver of the right of the Assignee to exercise the powers and privileges herein granted upon the occasion of a subsequent default. The collection and application of the rents, issues and profits to the indebtedness under the Notes or the Security Documents, or as otherwise provided herein, shall not constitute a waiver of any default which might at the time of the application or thereafter exist under any of the Notes or the Security Documents, and the payment of the indebtedness evidenced by the Notes and the Security Documents may be accelerated in accordance with their terms, notwithstanding such application.

The Assignee reserves unto itself the right to foreclose the Security Documents at any time when a default shall exist, and this instrument shall in no wise operate to affect, impair, or diminish the rights granted the Assignee under the Notes and Security Documents, but the rights contained herein are in addition to the rights and privileges given the Assignee under and by virtue of said Notes and Security Documents.

It is also agreed and understood that the Assignee shall incur no liability for the entrance by its agent upon the Property for purpose of collection of rentals, issues, and profits as herein mentioned.

This assignment shall not be revoked without the consent of the Assignee in writing, and shall remain in full force and effect as long as the obligations under any of the Notes and Security Documents remain unpaid or unfulfilled in whole or in part.

Whenever "Assignor", "Maker", or "Assignee" occurs in this instrument, or is referred to, the same shall be construed as singular or plural, masculine, feminine or neuter as the case may be, and shall include the heirs, executors, administrators, successors, assigns of either as though originally herein written.

This assignment shall be governed by the laws of the State of Alabama.

Time is of the essence in the performance by the Assignor of all of its obligations hereunder.

CAUTION — IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

ASSIGNOR

ATTEST:

BY: _____ (SEAL)

ITS _____

BY: _____ (SEAL)

ITS _____

BY: _____ (SEAL)

ITS _____

HELENA PARTNERS 1, LLC

BY: _____ (SEAL)

MANAGING MEMBER, MICHAEL RANDMAN

BY: _____ (SEAL)

_____

BY: _____ (SEAL)

_____

Acknowledgment for Limited Liability Company

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that MICHAEL RANDMAN whose name as MANAGING MEMBER of HELENA PARTNERS 1, LLC, a limited liability company, 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, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal on 9/16/05.

_____
Notary Public

My Commission Expires: 7/14/07

AFFIX SEAL

NOTARY PUBLIC

20050916000483180 2/4 $20.00
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EXHIBIT "A"

All that certain lot or parcel of land situated in the County of Shelby, State of Alabama, and being more particularly described as follows:

A parcel of land situated in the North 1/2 of Section 21, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northwest corner of Lot 17 of Magnolia Park St. Charles Place, Phase 3, Sector 1 as recorded in Map Book 21, Page 4, in the Judge of Probate of Shelby County, Alabama; thence run in a Southeasterly direction along the North boundary of said Lot 17 for a distance of 604.52 feet; thence deflect left 82 degrees 17 minutes 11 seconds and run in a Northeasterly direction for a distance of 597.88 feet to a point on the Southwesterly right of way line of Shelby County Road No.52 (80' R.O.W.), said point being on a curve to the left, said curve having a radius of 1868.86 feet, a central angle of 05 degrees 16 minutes 42 seconds, a deflection chord angle to the left of 98 degrees 44 minutes 21 seconds and a chord length of 172.11 feet; thence run in a Northwesterly direction along the arc of said curve and along said right of way line 172.17 feet; thence deflect left 02 degrees 38 minutes 21 seconds from chord of said curve and run in a Northwesterly direction along said right of way line for a distance of 81.80 feet to the point of beginning of a curve to the right, said curve being tangent to said straight line and having a radius of 1950.86 feet, a central angle of 10 degrees 17 minutes 22 seconds and a chord length of 349.87 feet; thence run in a Northwesterly direction along the arc of said curve and along said right of way line 350.34 feet; thence leaving said right of way line deflect left 96 degrees 19 minutes 27 seconds from chord of said curve and run in a southwesterly direction for a distance of 598.74 feet to the Pont of Beginning.

LESS AND EXCEPT: Any portion of the subject property that may lie within the right of way of Shelby County Road No. 52.

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EXHIBIT "B"

ALL LEASES IN WHICH DEBTOR IS LEASSOR, BY ASSIGNMENT OR OTHERWISE, NOW EXISTING WITH RESPECT TO ALL OR ANY PART OF THE PROPERTY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO OR WHICH MAY HEREAFTER BE ENTERED INTO WITH RESPECT TO ALL OR ANY PART OF SAID PROPERTY, AND ALL OF THE RENTS, ISSUES AND PROFITS NOW DUE OR TO BECOME DUE AND DERIVED FROM SAID PROPERTY.

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