Prepared by and return to:
Morris & McAnnally, LLC.
35 Wister ia Place
Millbrook, Alabama 36054

20060124000037380 1/5 $23.00
Shelby Cnty Judge of Probate,AL
01/24/2006 10:36:37AM FILED/CERT

This instrument provides additional security for indebtedness secured by a Mortgage recorded contemporaneously herewith and upon which the mortgage recordation privilege tax imposed by Alabama Code §40-22-2 has been paid.

STATE OF ALABAMA
COUNTY OF SHELBY

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS ("Assignment") is made this 29th day of December, 2005, by and from Donnie B. Jordan and Betty A. Jordan, Husband and wife, an Alabama ("Assignor"), to and for **BRANCH BANKING AND TRUST COMPANY**, a North Carolina banking corporation, having a branch office in _____, Alabama ("Assignee").

Assignor is the sole owner of that certain real property located in the City of Pelham, County of Shelby, State of Alabama described in **Exhibit "A"** attached hereto and by this reference incorporated herein (the "Property") subject to that certain Mortgage dated as of December 29, 2005, _____, conveyed by Assignor to Assignee and recorded concurrently herewith in the Office of the Judge of Probate of Shelby County, Alabama (the "Mortgage").

For good and valuable consideration, Assignor hereby absolutely assigns and transfers to Assignee: (a) the income, rents (including, if applicable, all hotel room rents), receivables, security or similar deposits, revenues, issues, royalties, profits, earnings, products and proceeds from any and all of the Property (collectively, the "rents, issues and profits") together with the right, power and authority to collect the same; (b) all leases, written or oral, now in existence or hereafter arising, all other agreements for the use and occupancy of all or any portion of the Property, and any and all extensions or renewals of any thereof, including without limitation all leases listed on **Exhibit "B"** hereto, (individually "Lease" and collectively, the "Leases"), together with the right, power and authority of Assignor to alter, modify or change the terms thereof, or surrender, cancel or terminate the same; and (c) any and all guarantees of any obligations of any lessee (the "lessee") under each of the leases. Assignor irrevocably appoints Assignee its true and lawful attorney-in-fact (which shall constitute a power coupled with an interest), at any time and from time to time, at the option of the Assignee, to demand, receive and enforce payment of rent, to give receipts, releases and satisfactions, and to sue, in the name of Assignor or Assignee, for all the rents, issues and profits and to apply the same to the indebtedness secured; provided, however, that Assignor shall have the right and license to collect the rents, issues and profits prior to any event of default hereunder, the Mortgage, the Note (as defined herein), any loan agreement or any other loan document evidencing or securing the Indebtedness (collectively the "Loan Documents"). The assignment of the rents, issues and profits in this Assignment is an absolute assignment from Assignor to Assignee and not merely the passing of a security interest.

This Assignment is made for the purpose of securing:

A. Payment of the principal sum, interest and indebtedness evidenced by a certain promissory note or notes (including any amendments, extensions, renewals, or substitutions thereof, collectively the "Note"), in the original aggregate principal sum of:
Five-Thousand Five Hundred and no/100
Dollars ($ 5,500.00) made by Assignor payable to order of Assignee dated the 29th day of December 2005.

B. Payment of all other sums with interest becoming due and payable to Assignee under the provisions of this Assignment and the Loan Documents.

C. The performance and discharge of each and every obligation, covenant and agreement of the Assignor contained herein or in the Loan Documents, or in any other obligation of Assignor to Bank, and all costs of collection including reasonable attorney's fees as provided in the Note.

The indebtedness and obligations described in A, B, and C above are collectively referred to herein as the "Indebtedness".

THE ASSIGNOR WARRANTS to Assignee that the Assignor is the sole owner of its entire interest, as Lessor, in the Leases; that the Leases are valid and enforceable and have not been altered, modified or amended in any manner whatsoever except as previously disclosed in writing to Assignee; that no lessee named therein is in default under any of the terms, covenants or conditions thereof, that no rent reserved in any Lease has been assigned or anticipated, that no rent for any period subsequent to the date of this Assignment has been collected more than one month in advance of the time when the same became due under the terms of any Lease; that it has full right and title to assign the Leases and all rents, issues and profits thereunder; and no other assignment of any interest therein has been made.

THE ASSIGNOR COVENANTS AND AGREES with the Assignee to observe and perform all obligations imposed under the Leases; to give prompt notice to the Assignee of any notice of default under any Leases received or given by the Assignor together with a complete copy of any such notice; at the sole cost and expense of the Assignor, to enforce, short of termination of any Lease, the performance or observance of each and every covenant and condition thereof by all parties thereto; and not to do or permit to be done anything to impair the security thereof; not to pay or collect any of the rent, issues and profits arising or accruing under the Leases or from the Property in advance of the time when the same shall become due; not to execute any other assignment of interest in the Leases or assignment of rents arising or accruing from the Leases or from the Property: not to subordinate any Lease to any other encumbrance or permit, consent or

agree to such subordination without Assignee's prior written consent; not to alter, modify or change the terms of any Lease or give any consent or exercise any option required or permitted by such terms without the prior written consent of Assignee or cancel or terminate any Lease or accept a surrender thereof or convey or transfer or suffer or permit a conveyance or transfer of the leased premised thereby or of any interest therein so as to effect, directly or indirectly, a merger of the estates and rights of, or a termination or diminution of the obligations of, any party thereunder; not to alter, modify or change the terms of any guaranty of any Lease or cancel or terminate such guaranty without the prior written consent of the Assignee; not to consent to any assignment of or subletting under any Lease, whether or not in accordance with its terms, without the prior written consent of the Assignee; at the Assignee's request to assign and transfer to the Assignee any and all subsequent leases upon all or any part of the premises described in such Leases or the Mortgage, and to execute and deliver at the request of the Assignee all such further assurances and assignments in the Property as the Assignee shall from time to time require.

THIS ASSIGNMENT is made on the following additional terms, covenants and conditions:

1. At any time and for any reason the Assignor shall have the right and obligation to collect and receive at the time of but not prior to, the date provided for the payment thereof, all rents, issues and profits arising under the Leases. Upon the occurrence of an event of default hereunder or under the Loan Documents, the Assignee may, at its option, without notice and without regard to the adequacy of the security for the Indebtedness, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of the premises described in any Lease or in the Mortgage and have, hold, manage, lease and operate the same on such terms and for such period of time as the Assignee may deem proper and either with or without taking possession of such premises in its own name, demand, sue for or otherwise collect and receive all rents, issues and profits of the Property or pay the same including those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to the Assignee, and to apply any such collected rents, issues and profits to the payment of: (a) all expenses of managing the Property, including, without being limited thereto, the salaries, fees and wages, of a managing agent and such other employees as the Assignee may deem necessary or desirable, and all expenses of operating and maintaining the Property, including, without being limited thereto, all taxes, charges, claims, assessments, water rents, sewer rents and any other liens,and premiums for all insurance which the Assignee may deem necessary or desirable, and the costs of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Property; and (b) the Indebtedness together with all costs and attorneys' fees, in such order of priority as to any of the items mentioned in this paragraph, as the Assignee in its sole discretion may determine, any statue, law, custom or use to the contrary notwithstanding. The exercise by the Assignee of the option granted it in this paragraph and the collection of the rents, issues and profits and the application thereof as herein provided shall not be considered a waiver of any default by the Assignor under this Assignment, the Note, the Mortgage, under any Lease.

2. The Assignee shall not be liable for any loss sustained by the Assignor resulting from any act or omission of the Assignee or from managing the Property unless such loss is caused by the willful misconduct or gross negligence of the Assignee. The Assignee shall not be obligated to perform or discharge, nor does the Assignee hereby undertake to perform or discharge, any obligation, duty or liability under any Lease or under or by reason of this Assignment, and the Assignor shall, and does hereby agree, to indemnify the Assignee for, and to hold the Assignee harmless from, any and all liability, loss or damage which may or might be incurred under any Lease or under or by any reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against the Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any Lease. Should the Assignee incur any such liability under any Lease or under or by reason of this Assignment or in defense of any such claims or demands, the amount thereof, including costs, expenses and a reasonable attorney's fee shall be secured hereby and the Assignor shall reimburse the Assignee therefor immediately upon demand, and upon the failure of the Assignor to do so, The Assignee may, at its option, declare the Indebtedness immediately due and payable. This Assignment shall not operate to place responsibility for the control, care, management or repair of the Property or any portion thereof upon the Assignee, nor for the carrying out of any of the terms and conditions of any Lease; nor shall it operate to make the Assignee responsible or liable for any waste committed on the Property by any parties, or for any dangerous or defective condition of the Property or any portion thereof or for any negligence of the Assignor or its agents in the management, upkeep , repair or control of the Property or any portion thereof resulting in loss or injury or death to any tenant, licensee, employee or stranger.

3. The Assignee shall have the right to assign the Assignor's right, title and interest in the Leases to any subsequent holder or the Mortgage subject to the provisions of this instrument, and to assign the same to any person acquiring title to the Property though foreclosure or otherwise. After the Assignor shall have been barred and forecloses of all right, title and interest and equity of redemption in the Property no assignee of the Assignor's interest in the Leases shall be liable to account to the Assignor for the rents, issues and profits thereafter accruing.

4. Upon payment and performance in full of the Indebtedness, this Assignment shall become and be void and of no effect, but the affidavit, certificate, letter or statement of any officer, agent or attorney of the Assignee showing any part of the Indebtedness to remain unpaid or unperformed shall be and constitute conclusive evidence of the validity, effectiveness, and continuing force of this Assignment and any person may, and is hereby authorized to, rely thereon. The Assignor, as the lessor under any Lease, hereby authorizes and directs the lessee named in any such Lease or any other or future lessee or occupant of the premises described therein upon receipt from the Assignee of written notice that the Assignee is then the holder of the Note to pay over to the Assignee all rents, issues, and profits arising or accruing under such Leases or from the premises described therein and to continue so to do until otherwise notified by the Assignee.

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5. The Assignee may take or release other security for the payment of the Indebtedness may release any party primarily or secondarily liable therefor and may apply any other security held by it to the satisfaction of the Indebtedness without prejudice to any of its rights under this Assignment.

6. Nothing contained in this Assignment and no act done or omitted by the Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by the Assignee of its rights and remedies under the Loan Documents and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by the Assignee under the terms of the Loan Documents. The right of the Assignee to collect the Indebtedness and to enforce any other security therefor held by it may be exercised by the Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder

7. Assignor hereby assigns to Assignee any portion of an award payable by reason of condemnation action under the right of eminent domain, and directs that such award shall be paid directly to Assignee.

8. Any guaranty of payment and performance of any Lease shall not be released modified, or limited in any manner without the prior written consent of the Assignee.

9. This Assignment is made, executed and delivered in the State of Alabama and shall be governed by the laws of the State of Alabama. Each provision of this Assignment shall be interpreted in such a manner as to be effective and valid under the applicable law, but if any provision hereof shall be prohibited by or invalid under the applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Assignment.

10. In case of any conflict between the terms of this instrument and the terms of the Mortgage, the terms of this Assignment shall control.

11. **WAIVER OF TRIAL BY JURY. UNLESS EXPRESSLY PROHIBITED BY APPLICABLE LAW, THE UNDERSIGNED HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS OR CLAIMS ARISING OUT OF THIS ASSIGNMENT OR ANY LOAN DOCUMENT EXECUTED IN CONNECTION HEREWITH OR OUT OF THE CONDUCT OF THE RELATIONSHIP BETWEEN THE UNDERSIGNED AND ASSIGNEE. THIS PROVISION IS A MATERIAL INDUCEMENT FOR ASSIGNEE TO MAKE THE LOAN SECURED BY THIS ASSIGNMENT. FURTHER, THE UNDERSIGNED HEREBY CERTIFY THAT NO REPRESENTATIVE OR AGENT OF ASSIGNEE, NOR ASSIGNEE'S COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT ASSIGNEE WOULD NOT SEEK TO ENFORCE THIS WAIVER OR RIGHT TO JURY TRIAL PROVISION IN THE EVENT OF LITIGATION. NO REPRESENTATIVE OR AGENT OF ASSIGNEE, NOR ASSIGNEE'S COUNSEL, HAS THE AUTHORITY TO WAIVE, CONDITION OR MODIFY THIS PROVISION.**

THIS ASSIGNMENT, together with the covenants and warranties herein contained, shall inure to the benefit of the Assignee and any subsequent holder of the Note and Mortgage and shall be binding upon the Assignor, its successors and assigns and any subsequent owner of the Property.

IN WITNESS WHEREOF, the assignor has hereunto set his hand under seal, or caused this assignment to be executed by its duly authorized officer(s), partner(s), manager(s) or managing member(s), the day first above shown.

(CORPORATION)

_____

By:_____ **(SEAL)**

Title:_____

By:_____ **(SEAL)**

Title:_____

(PARTNERSHIP)

_____ **(SEAL)**

By: _____ **(SEAL)**
General Partner

By: _____ **(SEAL)**
General Partner

By: _____ **(SEAL)**
General Partner

(INDIVIDUAL)

Donnie B. Jordan **(SEAL)**

Bobby A. Jordan **(SEAL)**

(LIMITED LIABILITY COMPANY)

_____ **(SEAL)**

By: _____ **(SEAL)**
Manager or Managing Member

By: _____ **(SEAL)**
Manager or Managing Member

By: _____ **(SEAL)**
Manager or Managing Member

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Acknowledgements

Acknowledgement for Individual

STATE OF ALABAMA

COUNTY OF ELMORE

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Donnie B. Jordan and Betty A. Jordan, whose name 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 the instrument, (s)he executed the same voluntarily on the day the same bears date.

Given under my hand this 29th day of December, 20 05.

[NOTARIAL SEAL]

Notary Public Garry S. McAnnally

My commission expires: January 26, 2009

Acknowledgement for Corporation

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 instrument and who is known to me on this day that, being informed of the contents of the instrument, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this _____ day of _____, 20___.

[NOTARIAL SEAL]

Notary Public

My commission expires: _____

Acknowledgement for an Official or Other Person In Representative Capacity

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 _____, is signed to the foregoing instrument and who is known to, acknowledged before me on this day that, being informed of the contents of the instrument, (s)he, in his(her) capacity as such _____, executed the same voluntarily on the day the same bears date.

Given under my hand this _____ day of _____, 20___.

[NOTARIAL SEAL]

Notary Public

My commission expires: _____

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EXHIBIT A

(Here set forth the entire legal description of the Property covered by the Mortgage granted by the Assignor to Assignee.)

File No.: 54074

EXHIBIT A

A parcel of land situated in the SW ¼ of the NW ¼ of Section 25, T20S, R3W, being more particularly described as follows: Commence at the point of intersection of the South line of said ¼- ¼ Section and the Westerly right of way of Highway 31; Thence run Northeasterly 161.16 feet along said right of way to the Point of Beginning. Thence continue along last described course 138.0 feet; Thence left 103' 00' 35" and Westerly 171.86 feet; Thence right 90' and run Northerly 89.79 feet; Thence left 90' and run Westerly 52.14 feet; Thence left 90' and run Southerly 203.94 feet; Thence left 83' 59' 25" and run Easterly 194.00 feet to the Point of Beginning. Together with access, driveway, parking and drainage easement described in the Easement Agreement between Sherman Holland, Jr. and D & T Associates, comprised of Duane L. Hoover and Patricia Anne Hoover as shown in Deed Volume 107, Page 351, Probate Office of Shelby County, Alabama.

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