

After Recording Return To:
John W. Monroe, Esquire
Emmanuel, Sheppard & Condon
30 South Spring Street
Pensacola, FL 32502
Telephone 850-433-6581
A0458-111644

This Instrument Prepared By:
Mark J. Chmielarski, Esquire
GREENSPOON MARDER, P.A.
201 East Pine Street, Suite 500
Orlando, Florida 32801
Telephone 407-425-6559

(space above line reserved for recording information)

COLLATERAL ASSIGNMENT OF LEASES AND RENTS

THIS COLLATERAL ASSIGNMENT OF LEASES AND RENTS (the "**Assignment**") is made as of December 15, 2005, by:

- (i) **ADAMS HOMES, L.L.C.**, an Alabama Limited Liability Company, with its mailing address at 3000 Gulf Breeze Parkway, Gulf Breeze, Florida 32563 (hereinafter referenced as the "**Assignor**") to and in favor of:
- (ii) **R-G CROWN BANK**, a federal saving bank, with its mailing address at 105 Live Oaks Gardens, Casselberry, Florida 32707 (hereinafter referenced as the "**Assignee**").

W I T N E S S E T H :

WHEREAS, the Assignor and ADAMS HOMES OF NORTHWEST FLORIDA, INC., a Florida corporation (collectively, hereinafter referenced occasionally as the "**Borrower**") has obtained an acquisition and construction loan (hereinafter referenced as the "**Loan**") from the Assignee, as evidenced by that certain ACQUISITION AND CONSTRUCTION REVOLVING LINE OF CREDIT LOAN AGREEMENT dated August 4, 2005 between Borrower and Assignee (hereinafter referenced as the "**Loan Agreement**"), and as further evidenced by that certain SECURED REVOLVING LINE OF CREDIT PROMISSORY NOTE (VARIABLE RATE) (hereinafter referenced as the "**Note**") of even date herewith made by the Borrower payable to the order of the Assignee in the face principal amount of **FIFTY MILLION AND NO/100 DOLLARS (\$50,000,000.00)**, that is secured by that certain MORTGAGE AND SECURITY AGREEMENT (hereinafter referenced as the "**Mortgage**") on certain lots, pieces or parcels of land of the Assignor in the State of Alabama, more particularly described on **Exhibit "A"** attached hereto and made a part hereof, together with such additional lots, pieces or parcels of land as may be submitted to the lien thereof, and all buildings and improvements now or hereafter constructed thereon (all of such premises being hereinafter collectively referred to as the "**Mortgaged Premises**"); and

WHEREAS, as additional security for the Note, together with interest thereon as provided therein, and all other obligations of the Borrower to the Assignee, whether now existing or hereafter arising, the Assignor has executed and delivered to the Assignee this Assignment.

NOW, THEREFORE, for value received and as security for the payment of said Note and all other obligations of the Borrower to the Assignee, whether now existing or hereafter created, and the obligations of the Assignor hereunder, the Assignor, for itself and for its successors and assigns, does hereby transfer, assign and deliver unto the Assignee, its successors and assigns, all of the right, title and interest of the Assignor in and to (1) all leases, subleases, tenancies and any other agreement affecting the use of the Mortgaged Premises, whether written or oral, now or hereafter existing with respect to any portion or portions of the Mortgaged Premises, together with any renewals or extensions thereof (all of which are hereinafter collectively referenced as the "**Assigned Leases**"); (2) all rents and other payments of every kind due or payable and to become due or payable to the Assignor by virtue of the Assigned Leases, or otherwise due and payable and to become due or payable to the Assignor as the result of any use, possession or occupancy of any portion or portions of the Mortgaged Premises; (3) all right, title and interest of the Assignor in and to all guarantees of the Assigned Leases; and (4) any award made in any court procedure involving any of the leases in any bankruptcy, insolvency, or reorganization proceedings in any state or federal court.

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns, until such time as the indebtedness and all other obligations secured by the Mortgage shall have been paid in full, for the purpose of further

and collaterally securing (1) payment of the indebtedness evidenced by the Note together with the interest of said indebtedness; (2) payment of all other sums, with interest thereon, to become due and payable to the Assignee hereunder or under the provisions of the Mortgage, the Note, or any other obligation of the Borrower to the Assignee now or hereafter existing, and (3) performance and discharge of each and every obligation, covenant and agreement of the Assignor contained herein, in the Note, the Mortgage, and any other obligation of the Borrower to the Assignee now or hereafter existing (this Assignment, the Mortgage, the Note, and said other obligations are hereinafter collectively referred to as the "**Obligations**").

This instrument of assignment is delivered and accepted upon the following terms and conditions:

1. Assignor's License to Operate if No Default. So long as no default shall exist under the Obligations, the Assignor shall have a license to manage and operate the Mortgaged Premises and to collect, receive and apply for its own account, all rents, issues and profits accruing by virtue of the Assigned Leases, and to execute and deliver proper receipt and acquittance therefore, provided, however, that without the written consent of the Assignee, the Assignor shall not collect any installment of rent in advance of the respective dates prescribed in the Assigned Leases for the payment thereof other than two (2) months advance rental in the form of a security deposit for the last month of any lease term (hereinafter referred to as "**Permitted Advance Rental Payments**").

2. Assignee's Right in Event of Default.

2.1 Immediately upon the occurrence of any default under the Obligations, and if such default is not cured after the passage of the applicable grace period as set forth in the Loan Agreement or otherwise, the license mentioned in the foregoing Paragraph 1 hereof shall cease and terminate, and in such event the Assignee is hereby expressly and irrevocably authorized to enter and take possession of the Mortgaged Premises by actual physical possession, or by written notice served personally upon or sent by registered mail to the Assignor as the Assignee may elect, without further authorization, notice or demand (except as otherwise specifically provided in the Note) and without the commencement of any action to foreclose the Mortgage.

2.2 The Assignor does hereby constitute and appoint the Assignee, following such entry and taking of possession, irrevocably, with full power of substitution and revocation, its true and lawful attorney, for it and in its name, place and stead, to do and perform any or all of the following actions, as fully, for all intents and purposes, as it could do if personally present, hereby ratifying and confirming all that its said attorney or its substitute shall lawfully do or cause to be done by virtue hereof:

- (a) Manage and operate the Mortgaged Premises or any part thereof;
- (b) Lease any part or parts thereof for such periods of time, and upon such terms and conditions as the Assignee may, in its sole discretion, deem proper;
- (c) Enforce, cancel or modify any of the Assigned Leases;
- (d) Demand, collect, sue for, attach, levy, recover, receive, compromise and adjust, and make, execute and deliver receipts and releases for all rents, issues, profits and other amounts that may then be or may thereafter become due, owing or payable with respect to the Mortgaged Premises or any part thereof from any present or future lessees, tenants, subtenants or occupants thereof;
- (e) Institute, prosecute to completion or compromise and settle, all summary proceedings, actions for rent or for removing any and all lessees, tenants, subtenants or occupants of the Mortgaged Premises or any part or parts thereof;
- (f) Enforce or enjoin or restrain the violation of any of the terms, provisions and conditions of any lease or leases, now or hereafter affecting the Mortgaged Premises or any part thereof;
- (g) Make such repairs and alterations to the Mortgaged Premises as the Assignee may, in its reasonable discretion, deem proper;

(h) Pay, from and out of rents, issues and profits collected in respect of the Mortgaged Premises or any part thereof, or from or out of any other funds, the rent and all other charges required to be paid under any ground lease on which the Mortgage may constitute a lien, any taxes, assessments, water rates, sewer rates, or other governmental charges levied, assessed or imposed against the Mortgaged Premises, or any portion thereof, and also any and all other charges, costs and expenses which it may be necessary or advisable for the Assignee to pay in the management or operation of the Mortgaged Premises, including (without limiting the generality of any rights, powers, privileges and authority hereinbefore or hereafter conferred) the costs of such repairs and alterations, commissions for renting the Mortgaged Premises or any portions thereof and legal expenses in enforcing claims, preparing papers or for any other services that may be required; and

(i) Generally do, execute and perform any other act, deed, matter or thing whatsoever that ought to be done, executed and performed in and about or with respect to the Mortgaged Premises, as fully as the Assignor might do; provided, however, that any action or failure or refusal to act by the Assignee under this subparagraph 2.2 shall be at its election and without any liability on its part.

2.3 The Assignee shall apply the net amount of rents, issues and profits received by it from the Mortgaged Premises, after payment of all proper costs and charges (including any liability, loss, expense or damage hereinafter referred to in paragraph 5 hereof), first to the payment, when due, of the installments of interest payable under the Note and thereafter to the payment of principal thereunder. Any of such funds remaining after such application shall be paid as soon as reasonably practicable by the Assignee to the Assignor or paid over to such persons as the Assignor may designate to the Assignee in writing.

2.4 The Assignee shall be accountable to the Assignor only for monies actually received by the Assignee pursuant to this Assignment, and acceptance of this Assignment shall not constitute a satisfaction of any indebtedness, liability or obligations or any part thereof, now or hereafter owed by the Assignor to the Assignee, except to the extent of amounts actually received and applied by the Assignee on account of the same.

2.5 The right and powers of the Assignee hereunder shall continue and remain in full force and effect until all amounts secured hereby, including any deficiency resulting from foreclosure sale, are paid in full, and shall continue after commencement of foreclosure after foreclosure sale and until expiration of the equity or redemption, notwithstanding sale of the Mortgaged Premises to a purchaser other than the Assignee. Assignee shall not be liable to Assignor or any one claiming under or through Assignor by reason of anything done or left undone by Assignee hereunder.

2.6 For the purposes of this paragraph 2, a default shall be deemed to be cured only when the Assignor shall have paid in full all sums owing and past due and/or shall have performed all other terms, covenants and conditions, the failure in the performance of which shall terminate the license hereinabove mentioned in paragraph 1 hereof.

3. Attornment by Lessees in Event of Default. The Assignor hereby irrevocably directs each lessee under each Assigned Lease, upon demand and notice from the Assignee of the Assignor's default under any of the Obligations to pay the Assignee, all rents, issues and profits accruing or due under its Assigned Lease from and after the receipt for such demand and notice. Any lessee making such payment to the Assignee shall be under no obligation to inquire into or determine the actual existence of any such default claimed by the Assignee.

4. Covenants of Assignor. The Assignor, for itself and for its successors and assigns, covenants and warrants as follows:

(a) That each of the Assigned Leases now or hereafter in effect is and shall be valid and subsisting leases and that there are, to the extent ascertainable to the Assignor, no defaults on the part of any of the parties thereto;

(b) That the Assignor has not sold, assigned, transferred, mortgaged or pledged any of the rents, issues or profits from the Mortgaged Premises or any part thereof, whether now or hereafter to become due, to any person, firm or corporation other than the Assignee;

(c) That no rents, issues or profits of the Mortgaged Premises, or any part thereof, becoming due subsequent to the date hereof have been collected (other than Permitted Advance Rental Payments) nor has payment of any of the same been anticipated, waived, released, discounted or otherwise discharged or compromised;

(d) That it will not further assign, pledge or otherwise encumber any of the Assigned Leases or any of the rents thereunder unless the prior written consent of the Assignee shall have been obtained;

(e) That it will not, without in each case having obtained the prior written consent of the Assignee thereto, amend or modify, directly or indirectly, in any respect whatsoever, cancel, terminate or accept any surrender of any Assigned Lease;

(f) That it will not waive or give any consent with respect to any default or variation in the performance of any of the terms, covenants and conditions on the part of any lessee, sublessee, tenant or other occupant, to be performed under any of the Assigned Leases, but will at all times take proper steps to enforce all of the provisions and conditions thereof;

(g) That it will not collect or receive, without in each case having obtained the prior written consent of the Assignee thereto from any such lessee, sublessee, tenant or other occupant, any installment of rent in advance of the respective dates prescribed in the Assigned Leases, except for Permitted Advance Rental Payments;

(h) That it will perform and observe, or cause to be performed and observed, all of the terms, covenants and conditions on its part to be performed and observed with respect to each of the Assigned Leases;

(i) That it will, upon written request by the Assignee, while this Assignment remains in force and effect, serve such written notices upon any lessee, sublessee, tenant or other occupant of any portion of the Mortgaged Premises concerning this Assignment, or include among the written provisions of any instrument hereafter creating any such lease, sublease, tenancy or right of occupancy, reference to this Assignment, and make, execute and deliver all such powers of attorney, instruments of pledge or assignment, and such other instruments or documents as the Assignee may reasonably request at any time for the purpose of securing its rights hereunder; and

(j) That at all times during which this Assignment shall be in effect, the Assignor will use its best efforts to keep the Mortgaged Premises fully rented at the highest possible rental obtainable.

5. Indemnification.

5.1 The Assignor hereby agrees to indemnify and hold the Assignee harmless (a) against and from any and all liability, loss, damage and expense, including reasonable attorneys' fees, which it may or shall incur under or in connection with any of the Assigned Leases, or by reason of any of the Obligations, or by reason of any action taken by the Assignee under any of the Obligations, including without limitation any action which the Assignee in its discretion may take to protect its interest in the Mortgaged Premises, including without limitation the making of advances and the entering into of any action or proceeding arising out of or connected with the Assigned Leases or the Obligations provided however, Assignor shall not indemnify Assignee for Assignee's gross negligence or willful misconduct; and (b) against and from any and all claims and demands whatsoever which may be asserted against the Assignor by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants and conditions contained in any of the Assigned Leases provided however, Assignor shall not indemnify Assignee for Assignee's gross negligence or willful misconduct.

5.2 Should the Assignee incur any such liability, loss, damage, or expense under paragraph 5.1 herein, the amount thereof, together with any interest thereon, shall be payable by the Assignor to the Assignee immediately upon demand, or at the option of the Assignee, the Assignee may reimburse itself therefore out of any rents, issues or profits of the Mortgaged Premises collected by the Assignee.

5.3 Nothing contained herein shall operate or be construed to obligate the Assignee to perform any of the terms, covenants or conditions contained in any Assigned Lease, or to take any measures, legal or otherwise, to enforce collection of any of said rents or other payments, or otherwise to impose any obligation upon the Assignee with respect to any of said leases, including but not limited to any obligation arising out of any covenant or quiet enjoyment therein contained, in the event that any lessee shall have been joined as a party defendant in any action to foreclose the Mortgage and the estate of such lessee shall have been thereby terminated.



5.4 Prior to actual entry into any taking possession of the Mortgaged Premises by the Assignee, this Assignment shall not operate to place upon the Assignee any responsibility for the operation, control, care, management or repair of the Mortgaged Premises, and the execution of this Assignment by the Assignor shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Mortgaged Premises is and shall be that of the Assignor prior to such actual entry and taking of possession.

6. Failure of Remedies. Failure of the Assignee to avail itself of any of the terms, covenants and conditions of this Assignment for any period of time, or at any time or times, shall not be construed or deemed to be a waiver of any of its rights hereunder. The rights and remedies of the Assignee under this Assignment are cumulative and are not in lieu of but are in addition to any other rights and remedies which the Assignee shall have under or by virtue of any other of the Obligations. The rights and remedies of the Assignee hereunder may be exercised from time to time as often as such exercise is deemed expedient.

7. Assignment by Assignee. The Assignee shall have the right to assign to any subsequent holder of the Mortgage, or to any person acquiring title to the Mortgaged Premises, the Assignor's right, title and interest in any lease hereby or hereafter assigned, subject, however, to the provisions of this Assignment. After the Assignor shall have been barred and foreclosed of all right, title and interest and equity of redemption in said Mortgaged Premises, no assignee of the Assignor's interest in said leases shall be liable to account to the Assignor for any rents, income, revenue, issues or profits thereafter accruing.

8. Termination of This Assignment. Upon payment in full of all indebtedness secured by the Mortgage, as evidenced by a recorded satisfaction or partial release of Mortgage, as well as any sums which may be payable hereunder, this Assignment shall become null and void and of no effect and, in that event, upon the request of the Assignor, the Assignee covenants to execute and deliver to the Assignor instruments effective to evidence the termination of this Assignment and/or the reassignment to the Assignor of the rights, powers and authority granted herein.

9. No Merger of Assigned Leases. As against the Assignee, at all times during which this Assignment shall be in effect, there shall be no merger of the Assigned Leases or the leasehold estates created thereby with the fee estate in the Mortgaged Premises by reason of the fact that the Assigned Leases or any interest therein may be held by or for the account of any person, firm or corporation which may be or become the owner of said fee estate, unless the Assignee shall consent in writing to said merger.

10. Notice. Any notice, demand, request or other communication given hereunder or in connection herewith (hereinafter the "**Notice**") to the Assignor or Assignee shall be in writing and shall be given in the manner set forth in the Loan Agreement.

11. Miscellaneous Provisions.

11.1 Whenever the context so requires, references herein to the neuter gender shall include the masculine and/or feminine gender, and the singular number shall include the plural.

11.2 All of the provisions of this Assignment shall be deemed and construed to be "conditions" and "covenants" as though the words specifically expressing or importing covenants and conditions were used in each separate provision hereof.

11.3 This Assignment is being delivered and is intended to be performed in the State of Alabama and shall be construed and enforced in accordance with and governed by the laws of such state.

11.4 Assignor shall pay any and all reasonable costs, expenses and attorney's fees incurred by Assignee (regardless of whether in connection with any action, proceeding or appeal) to protect or enforce any of Assignee's rights under the Assignment.

11.5 Time is of the essence of all provisions of this Assignment.

11.6 No change, amendment, modification, cancellation or discharge hereof, or of any part hereof, shall be valid unless the Assignee shall have consented thereto in writing.

11.7 In the event there is any conflict between the terms and provisions of the Mortgage and the terms and provisions of this Assignment, the terms and provisions of this Assignment shall prevail.

11.8 The terms, covenants and conditions contained herein shall insure to the benefit of and bind the Assignee and the Assignor and their respective successors and assigns or executors, administrators, successors and assigns, as the case may be.

11.9 The captions of this Assignment are for convenience and reference only and neither in any way define, limit or describe the scope of interest of this Assignment nor in any way affect this Assignment.

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Shelby Cnty Judge of Probate, AL
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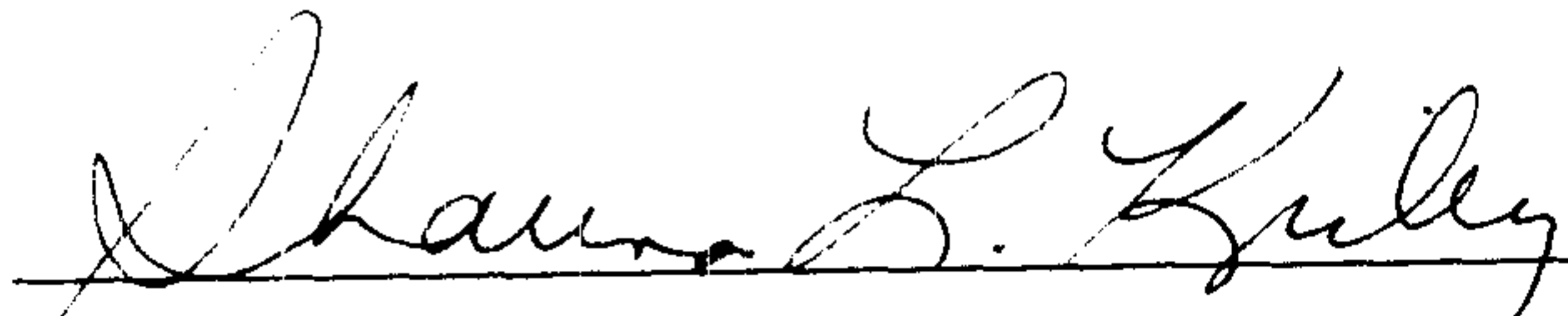
11.10 In case of any one or more of the provisions contained in this Assignment are or shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof or thereof, but each shall be construed as if such invalid, illegal or unenforceable provision had never been included.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the day, month and year first above written.


Assignor:

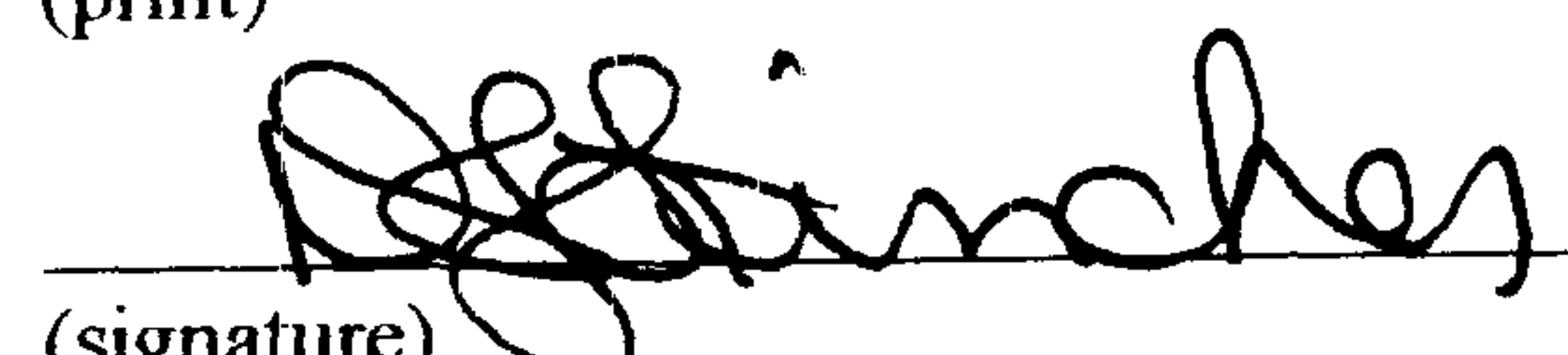
Signed, sealed and delivered
in the presence of:

ADAMS HOMES, L.L.C.
An Alabama Limited Liability Company


(signature) **Shauna L. Kirby**
(print)



(signature) **Daphne J. Fincher**
(print)



(signature) **Shauna L. Kirby**
(print)


(signature) **Daphne J. Fincher**
(print)

By: 
Title: Member and Manager

BY: **ADAMS HOMES OF NORTHWEST FLORIDA
INC., a Florida corporation, Member**

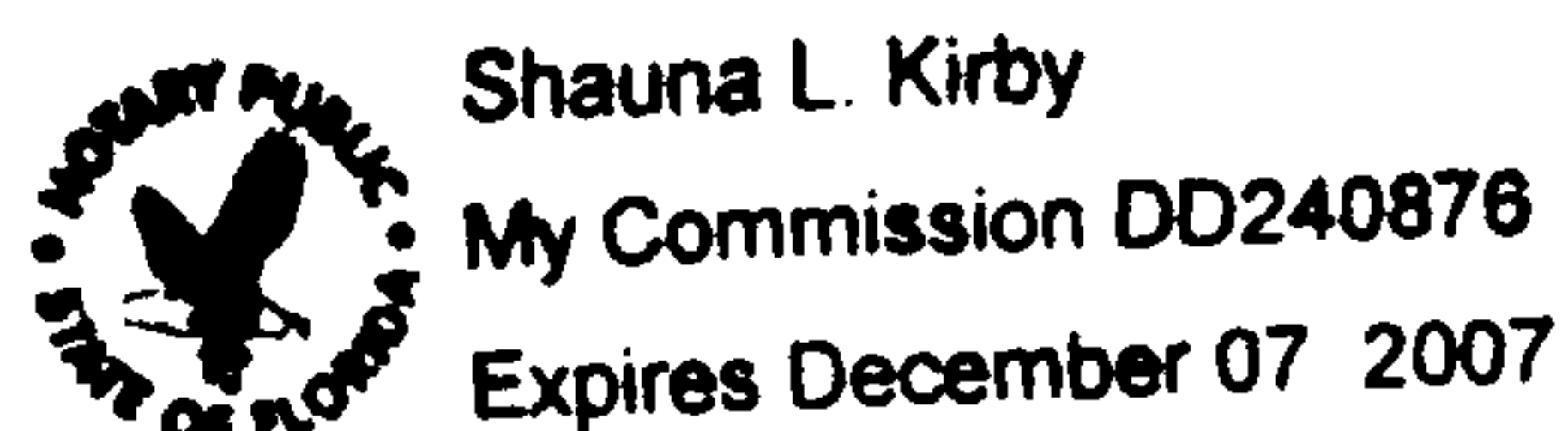
By: 
Title: President

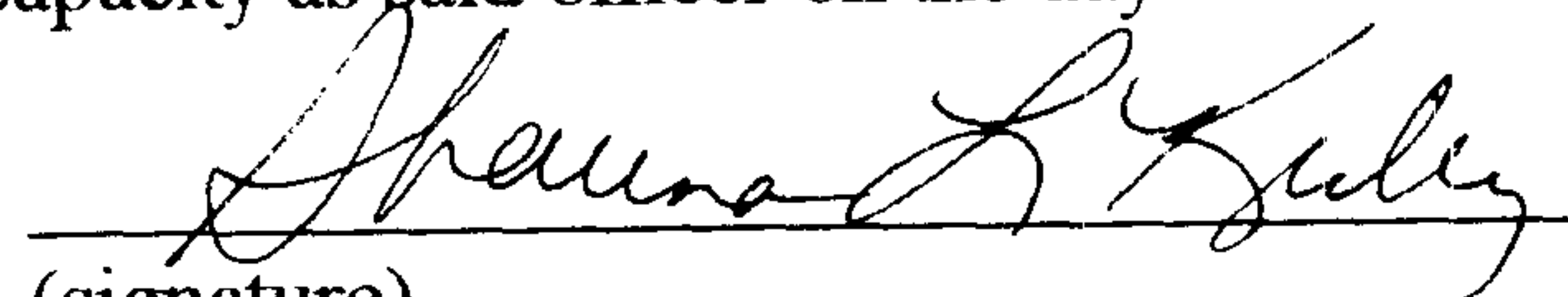

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Shelby Cnty Judge of Probate, AL
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STATE OF Florida)
COUNTY OF Santa Rosa)

I, the undersigned notary public in and for said State and County, hereby certify that Wayne L. Adams, as Member and Manager of ADAMS HOMES, L.L.C., an Alabama Limited Liability Company, and as President of ADAMS HOMES OF NORTHWEST FLORIDA, INC., on behalf of said corporation, as Member, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me that, being informed of the contents of said instrument, signed his name voluntarily and in his capacity as said Member/Manager of Adams Homes, L.L.C. and as President of Adams Homes of Northwest Florida, Inc., and with full authority in his capacity as said officer on the day the same bears date.

(NOTARY SEAL)




(signature)
Notary Public, State of Florida
Printed name: **Shauna L. Kirby**

Commission Number: DD240876

My Commission Expires: 12/7/07

U:\PMG\Adams_RG Crown Bank\Assign-Leases Rents-4_Revised 111505.doc

Exhibit "A"



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Shelby Cnty Judge of Probate, AL
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Lots 48 and 86, according to the plat of Old Ivy Subdivision, Phase II, (being a resurvey of portions of Lots 22-32 Tract Fifty One Subdivision, Parcel "B", as recorded in Map Book 11, Page 26,) as recorded in Map Book 36, Page 6-A and Document #20051027000561200, in the Office of the Judge of Probate of Shelby County, Alabama.