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ASSIGNMENT OF MORTGAGOR'S INTEREST IN CONTRACT DOCUMENTS

THIS ASSIGNMENT, made this 2nd day of March, 2006, by Shannon Dykes and Kimberly Dykes, husband and wife, Louis Dykes and Theda Dykes, husband and wife, Assignor(s), hereinafter referred to as "Mortgagor", to Omni National Bank, Assignee, hereinafter referred to as "Mortgagee"; and

WHEREAS, by instrument bearing even date herewith Mortgagor has entered into a Note, Mortgage, Security Agreement, and other loan documents evidencing and securing a loan in the amount of Eighty Four Thousand and 00/100 Dollars, ($84,000.00), hereinafter referred to as "Loan Documents", with Mortgagee; and

WHEREAS, Mortgagor has entered, or is about to enter, into certain contracts and agreements, and to acquire rights in other documents, including, but not limited to, Architect's and/or Engineers' Contracts, Drawings, Plan, Specifications, General Contracts, Governmental Licenses, Permits, and Sewer Taps, etc., (All rights and interests of Mortgagor in architectural drawings, plans and specifications, construction contracts, engineering plans, permits, licenses, sewer taps, rebates, deposits and escrows of Mortgagor applicable to the Premises, and any and all other rights and interest, both tangible and intangible, now existing or hereafter acquired in the Premises, including all rebates, deposits and escrows of Mortgagor applicable to the property.) herein called "Contract Documents", affecting the Premises, more particularly described as follows:

Commence at the Northeast corner of Section 25, Township 21 South, Range 1 West and run South along East line of said Section a distance of 1304.0 feet; thence turn an angle of 108 degrees 32 minutes to the right and run a distance of 298.27 feet; thence turn an angle of 13 degrees 33 minutes to the left and run a distance of 1405.59 feet to a point on the North right of way line of Kingdom Road and the point of beginning; thence turn and angle of 23 degrees 23 minutes to the right and run along the North right of way line of said road a distance of 172.21 feet; thence turn an angle of 110 degrees 23 minutes to the right and run a distance of 104.6 feet; thence turn an angle of 47 degrees 33 minutes to the right and run a distance of 184.21 feet; thence turn an angle of 123 degrees 57 minutes to the right and run a distance of 171.06 feet to point of beginning; situated in the Northwest 1/4 of the Northeast 1/4 of Section 25, Township 21 South, Range 1 West, Shelby County, Alabama.

herein after referred to as the "Premises", and the anticipated improvements thereon.

WITNESSETH:

1. COLLATERAL ASSIGNMENT: For value received, the sufficiency of which is hereby acknowledged, and in consideration of a loan and other financial accommodations granted or to be made to Mortgagor by Mortgagee, Mortgagor hereby unconditionally grants, transfers, and assigns to Mortgagee, its successors and assigns, all of the right, title, and interest of Mortgagor in and to the Contract Documents, and grants to Mortgagee, its successors and assigns, a security interest in such Contract Documents, and all rights and privileges of any nature thereunder accruing, together with any changes, extensions, revisions, modifications, or guarantees of performance of obligations to Mortgagor under the Contract Documents, for the purpose of providing additional security (a) for payment of all sums now or at any time hereafter due Mortgagee as evidenced by a Promissory Note of even date herewith, secured by the Mortgage and Security Agreement, together with any renewals, extensions, or modifications thereof and any future advances made thereunder to the extent permitted under applicable law, (b) for any other amount which may be added to the indebtedness under the terms of the Mortgage and Security Agreement, and (c) for performance and discharge of each obligation, covenant, and agreement of Mortgagor contained in the Mortgage and Security Agreement, the Promissory Note or any Loan Document as defined in the Mortgage and Security Agreement.

2. TERMINATION OF ASSIGNMENT: By accepting this Assignment, Mortgagee agrees that upon the payment in full of all indebtedness secured hereby, as evidenced by the recording of filing of an instrument of satisfaction or full release of the Mortgages and Security Agreement without the simultaneous recording of another mortgage in favor of Mortgagee affecting the Premises, this Assignment shall become null, void, and of no further effect.

3. WARRANTIES BY MORTGAGOR: Mortgagor warrants that:

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(a) There is no other assignment of any of its rights under the Contract Documents to any other person.

(b) Mortgagor has done no act nor omitted to do any act which might prevent Mortgagee from, or limit Mortgagee in, acting under any of the provisions herein.

(c) There is no default under the terms of the existing Contract Documents to the knowledge of Mortgagor, and all Contract Documents remain in full force and effect.

(d) Mortgagor is not prohibited under any agreement with any other person or any judgment or decree from the execution and delivery of this Assignment of the Contract Documents, the performance of each and every covenant of Mortgagor hereunder and in the Contract Documents, and the meeting of each and every condition herein contained.

4. COVENANTS:

(a) Mortgagor agrees, so long as it is indebted to Mortgagee, that Mortgagor will:
(i)fulfill, perform, and observe each and every condition and covenant of Mortgagor contained in the Contract Documents; (ii) give prompt notice to Mortgagee of any claim of default under the Contract Documents given to Mortgagor or given by Mortgagor, together with a complete copy of any such claim; (iii) at the sole cost and expense of Mortgagor, enforce the performance and observance of each and every covenant and condition of the Contract Documents to be performed or observed; (iv) appear in and defend any action growing out of, or in any manner connected with the Contract Documents or the obligations or liabilities of Mortgagor or any guarantor thereunder; and (v) not do any act prohibited by the terms of the Mortgage and Security Agreement, Promissory Note, or any other Loan Documents.

(b) The rights assigned hereunder include all of Mortgagor's right and title to modify the Contract Documents, to terminate the Contract Documents, and to waive or release the performance of observance of any obligation or condition of the Contract Documents. Mortgagor covenants that Mortgagor will neither modify the terms of the Contract Documents (unless required to do so by the terms of the Contract Documents) nor waive or release any person from the performance of any obligation to be performed under the terms of the Contract Documents or from liability on account of any warranty given to them.

5. EVENT OF DEFAULT: The occurrence of any one of the following events (herein called "event of default") shall constitute a default under the Loan Documents.

(a) The failure by Mortgagor to perform or observe any covenant of Mortgagor contained in this Assignment, the Mortgage and Security Agreement, the Promissory Note, or any other Loan Document, after the expiration of any applicable cure periods.

(b) Any warranty of Mortgagor contained in any of the aforesaid instruments prove untrue or misleading in any material aspect.

(c) The failure of Mortgagor to meet any condition set forth in the Contract Documents.

6. REMEDIES UPON DEFAULT: Upon default Mortgagee may:
(a) Declare the total indebtedness due by Mortgagor to Mortgagee and secured by this Assignment immediately due and payable.

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(b) Proceed to enter upon, take possession of, and operate the Premises under this Assignment to the extent allowed by applicable law without becoming a Mortgagee in possession.

(c) Proceed to perform any and all obligations of Mortgagor contained in any of the Contract Documents and exercise any and all rights of Mortgagor therein as fully as Mortgagor itself could, and this without regard to the adequacy of security for the indebtedness hereby secured and with or without the bringing of any legal action.

(d) Do all other acts which Mortgagee may deem necessary or proper to protect its security.

7. ADDITIONAL REMEDIES:

(a) Mortgagor does hereby specifically authorize Mortgagee, in Mortgagor's name or in Mortgagee's name, to sue for or otherwise collect and receive issues and profits from the Contract Documents, including those past due and unpaid, and apply the same against all costs and expenses of operation of the Premises or the performance of Mortgagor's obligation under the Contract Documents, including reasonable attorney's fees as defined in the Mortgage and Security Agreement. Any amount remaining after such application shall be applied next to interest and then to the principal on the indebtedness evidenced by the Promissory Note referred to herein. Neither entry upon and taking possession of the property nor the collection of the issues and rights from the Contract Documents shall in any way operate to cure or waive any default under any other instrument given by Mortgagor to Mortgagee, or prohibit the taking of any other action by Mortgagee under any such instrument, or at law or in equity, to enforce payment of the indebtedness secured by the Contract Documents or to realize on any other security.

(b) Mortgagor further agrees that:

(i) Should Mortgagor fail to perform or observe any covenant or comply with any condition contained in the Contract Documents, then Mortgagee, but without obligation so to do and without further notice to or further demand on Mortgagor or releasing Mortgagor from its obligation so to do, may perform such covenant or condition and may appear in and defend any action affecting the Contract Documents. To the extent that the Mortgagee shall incur any costs or pay any monies in connection therewith, including any costs or expenses of litigation, and reasonable attorney's fees (whether incurred in litigation or otherwise), then such charges shall be included in the indebtedness secured hereby and shall bear interest from the incurring of payment thereof at the maximum contract rate of interest permitted by law.

(ii) Mortgagee shall not be obligated to perform or discharge any obligation of Mortgagor under the Contract Documents and Mortgagor agrees to indemnify and hold Mortgagee harmless against any and all liability, loss, or damages which Mortgagee may incur under the Contract Documents or under or by reason of this Assignment and of and from all claims and demands whatsoever which may be asserted against it by reason of an act of Mortgagee under this Assignment or under the Contract Documents. Should the Mortgagee incur any such liability, loss, or damage under any Contract Document or under or by reason of this Assignment, or in defense against any such claims or demand, the amount thereof, including costs, expenses, and reasonable attorney's fees as defined in the Mortgage and Security Agreement, together with interest

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thereon at the rate applicable to such charges in accordance with the terms of the Mortgage and Security Agreement, shall be included in the indebtedness secured by the Mortgage and Security Agreement, and the Mortgagor shall reimburse the Mortgagee therefor immediately upon demand.

8. APPLICABLE LAW: This Assignment has been executed and delivered in the State of Alabama. The rights of all parties hereunder shall be governed and decided exclusively by the laws of the State of Alabama, with reference to which the parties have made the Promissory Note and other instruments securing or executed with respect to the indebtedness evidenced thereby.

9. NOTICES: All notices provided for herein shall be by certified or registered mail, return receipt requested, addressed to the appropriate party at the address the party who is to receive such notice may designate in writing. Notice shall be completed by depositing the same in a letter box or other means provided by the United States Post Office for the posting of mail addressed to the party with the proper amount of postage affixed thereto. Actual receipt of notice shall not be required to effect notice hereunder.

10. DEFINITIONS OF TERMINOLOGY AND CONSTRUCTION:

(a) The parties agree that wherever used in this Assignment, unless the context clearly indicates a contrary intent or unless otherwise specifically provided therein, the words "Mortgagor" and "Mortgagee" shall include the individuals, corporations (and if a corporation, its officers, employees, agents, or attorneys) and any and all other persons or entities and the respective heirs, executors, legal representatives, administrators, successors, and assigns of the parties hereto, and all those holding under either of them.

(b) The words "Promissory Note" shall also include one or more notes or bonds, as the case may be.

(c) The pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto.

Shannon Dykes

Kimberly Dykes

Louis Dykes

Theda Dykes

STATE OF ALABAMA)
JEFFERSON COUNTY)

Individual Acknowledgment

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Shannon Dykes and Kimberly Dykes, husband and wife, Louis Dykes and Theda Dykes, husband and wife 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 said instrument he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 2nd day of March, 2006.

Jennifer Nichole Pilgreen
Notary Public
My commission expires: 4/01/09

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