

ASSIGNMENT OF LEASES

THIS ASSIGNMENT OF LEASES, Made this 23rd day of August, 2006, by Roger S. Johnson, III hereinafter called "Assignor", and Omni National Bank, hereinafter called "Assignee".

WITNESSETH:

WHEREAS, Assignee has agreed to lend to Assignor the sum of Sixty Two Thousand Four Hundred and 00/100 Dollars (\$62,400.00) secured by a mortgage on the following described property located in Shelby County, AL:

See Legal Description Attached hereto as Exhibit A

and as further security therefore and to induce the Assignee to make such loan, Assignor has agreed to assign all leases hereafter arising from the occupancy of the above described property.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained and other good and valuable considerations, Assignor hereby sells, assigns, transfers and sets over unto Assignee, it's Successors and Assigns, all of it's right, title, and interest, claim or demand in and to all leases or rental agreements or any letting of or any agreements for the use or occupancy of any part of the above described property, which hereafter may be made or agreed to between Assignor or any other owner of the above described property, so long as the mortgage loan above described and the indebtedness included therein and any other charges or other costs due or owing there under and secured thereby remain unpaid.

IT IS FURTHER AGREED by and between the parties hereto as follows:

1. Assignor will perform all of its obligations as lessor under any and all present or future leases of all or any portion of the above described property, and will not commit, permit, or suffer a default by Assignor in its obligations under any such lease, nor will Assignor take any action, nor omit to take any action, except to the extent expressly permitted by the lease, if such action or omission reasonably may cause the termination of any lease, or otherwise diminish or impair the value of any lease. Without limitation, Assignor will not (a) except in connection with this financing, assign or encumber its interest in the leases; (b) except in connection with this financing, assign any portion of Rents; (c) consent to the modification, cancellation, or surrender of any lease having an unexpired term of more than one year, except as expressly permitted by the terms of such lease; or (d) collect Rents for more than one month in advance. Further, without limitation, Assignor will not amend any lease without Assignee's prior written consent, or enter into future leases unless and until each such lease has been approved by Assignee as to form, terms, and rentals, which approval may not be unreasonably withheld. Any act or omission in violation of the provisions of this paragraph shall be voidable, at Assignee's sole and exclusive option.

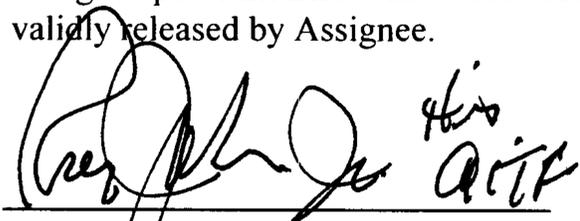
2. Assignor hereby appoints Assignee his true and lawful attorney in the name and stead of Assignor to take such action or measures as in the discretion of Assignee may be deemed proper or necessary to enforce the leases hereby granting to Assignee the full right and authority to fill any vacancy and to rent, let or lease the same to any party or parties, in Assignee's sole discretion, and to give notices which may be or become necessary and do any and all other things which the Assignor might do as landlord or lessor as fully and effectively as Assignor.

3. Assignee shall not be liable for any failure on its part to do any other things which it is by the terms hereof authorized to do and furthermore that it shall not be liable to any tenant or purchaser of the above described property as a result of or on account of this Assignment of Leases.

4. This Assignment of Leases is given as additional security for the payment of the above described mortgage and note secured thereby and shall not be construed as impairing or affecting the validity of either or such instruments or any of the terms and provisions thereof; and this Assignment of Leases shall in no way operate to prevent the owner and holder of the note or the mortgage from pursuing any remedy which such owner and holder might hereafter have because of any breach of any of the terms thereof; and that the acceptance of remedy the Assignee hereunder shall be without prejudice to Assignee's right to foreclose the above described mortgage or the laws of the State of Alabama.

5. Assignor represents and warrants that he has not sold or assigned the leases from the above described property to any other person and that he will not, during the life of the above described mortgage, assign leases to any other person, persons, corporation or corporations.

6. This Assignment shall remain in full force and effect and be binding upon the heirs, executors, administrators, successors, and assigns of the Assignor until the indebtedness secured by the above described mortgage shall be fully paid and satisfied of record, and until all expenses incurred by Assignee pursuant hereto have been fully paid or until such time as this Assignment of Leases shall be validly released by Assignee.

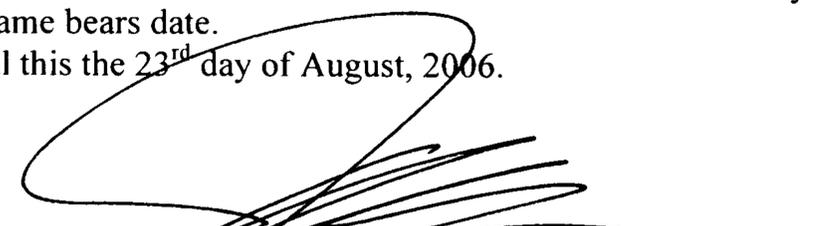

Roger S. Johnson, III

State of Alabama)
Jefferson County)

Acknowledgment

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Roger S. Johnson, III, 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 23rd day of August, 2006.


Notary Public

My Commission Expires: 8/30/09


20060914000455810 2/3 \$17.00
Shelby Cnty Judge of Probate, AL
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Initials: 

EXHIBIT "A"

A parcel of land in the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 9, Township 24 North, Range 12 East, described as follows: Begin at the Northwest corner of the lot known as the W.S. Thompson Home Lot; proceed northeasterly along the southeasterly right of way of Alabama Highway 25 a distance of 226.39 feet; thence turn an angle to the right of 131 degrees 27 minutes 40 seconds a distance of 178.19 feet to the North line of said Thompson lot; thence turn an angle to the right of 98 degrees 28 minutes 05 seconds a distance of 172.00 feet along said line to the point of beginning.

LESS AND EXCEPT:

A parcel of land lying in the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 9, Township 24 North, Range 12 East, being more particularly described as follows:

Commence at the northwest corner of the lot known as the W.S. Thompson Home Lot being a $\frac{3}{4}$ inch iron pipe found; thence run northeasterly along the southeasterly right of way of Alabama Highway No. 25, 216.75 feet to a iron pin set, said point being the POINT OF BEGINNING; thence continue along last described course for a distance of 3.00 feet to a point; thence deflect an angle right of 130 degrees 36 minutes 57 seconds and run a distance of 180.64 feet to a iron pin found; thence deflect an angle right of 101 degrees 35 minutes 30 seconds and run a distance of 3.00 feet to a iron pin set; thence deflect an angle right of 78 degrees 37 minutes 16 seconds and run a distance of 178.08 feet to the POINT OF BEGINNING.



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