

AGREEMENT FOR ASSUMPTION OF INDEBTEDNESS

Loan No.: 2811502-9005

THIS AGREEMENT, made this 20th day of September, 2006.

WITNESSETH:

WHEREAS, Regions Bank (hereinafter designated "Lender"), is the owner and holder of certain instruments executed by **Urrutia, Inc.**, an Alabama corporation (hereinafter designated "Transferor", whether one or more) identified as follows:

PROMISSORY NOTE

Date: December 9, 2003
Amount: \$292,000

SECURITY INSTRUMENT(S)

Mortgage, dated December 9, 2003, executed by Urrutia, Inc., an Alabama corporation, and recorded in the Office of the Judge of Probate, Shelby County, Alabama, as Instrument #20031211000800260

WHEREAS, L & R Properties, LLC, an Alabama limited liability company (hereinafter designated as "Transferee" whether one or more), by a certain conveyance executed by the Transferor, has acquired the property covered by the above-described Security Instrument(s), said conveyance being subject to the lien created in said instrument(s);

NOW, THEREFORE, in consideration of the conveyance of said property to the Transferee and the consent of Lender to said conveyance, it is hereby agreed as follows:

1. Transferee hereby assumes payment of the unpaid balance of said Note and said indebtedness now held by the Lender;
2. Transferee agrees that payment of the indebtedness shall be in accordance with the terms and conditions of the Promissory Note evidencing the indebtedness, any outstanding agreements of the Transferor pertinent thereto, and the Security Instrument(s), and the Transferee hereby assumes liability for, agrees to comply with, to be bound by, and to perform all covenants and conditions contained in, all of said instruments as if the Transferee had executed such instruments as of the dates thereof as the principal obligor, except to the extent that such instrument(s) evidencing indebtedness, agreements pertaining thereto and security instrument(s) as superseded by instruments executed by the Transferee simultaneously with or subsequent to the date of the execution of this agreement;
3. The Lender hereby consents to conveyance of the above-mentioned property from the Transferor to the Transferee and agrees that upon payment in full to lender or its assigns of the obligations herewith assumed by the Transferee, together with interest and any other amounts which may have become owing to Lender under the terms of the above-described Security Instrument or any modifications thereof, the Lender shall execute such instruments as may be necessary to permit the said property to be released from the lien of said instrument(s).

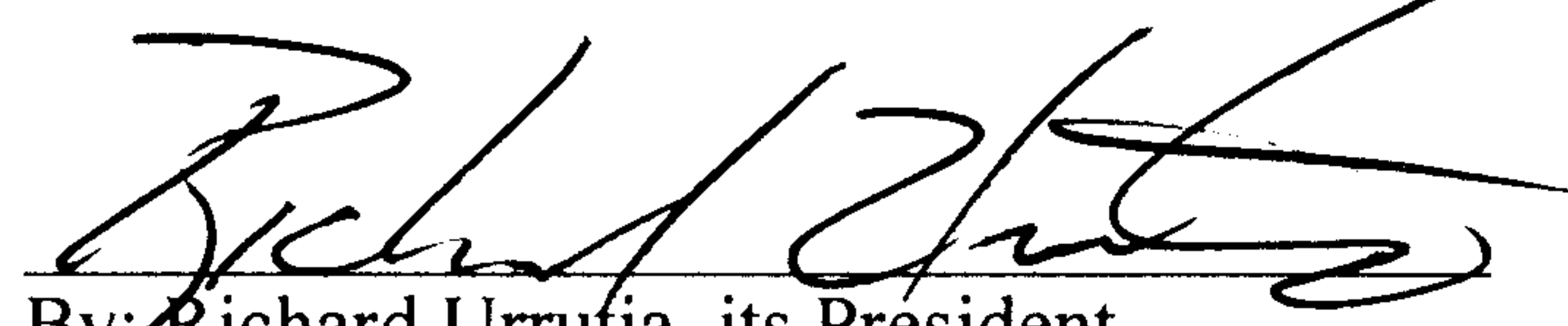
IT IS AGREED AND UNDERSTOOD that assumption of this indebtedness by the Transferee **does not** relieve the Transferor and guarantor(s), if any, from personal liability for payment of the indebtedness referred to herein.

This Document may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, and all of which taken together shall constitute but one and the same instrument.

AGREED TO:

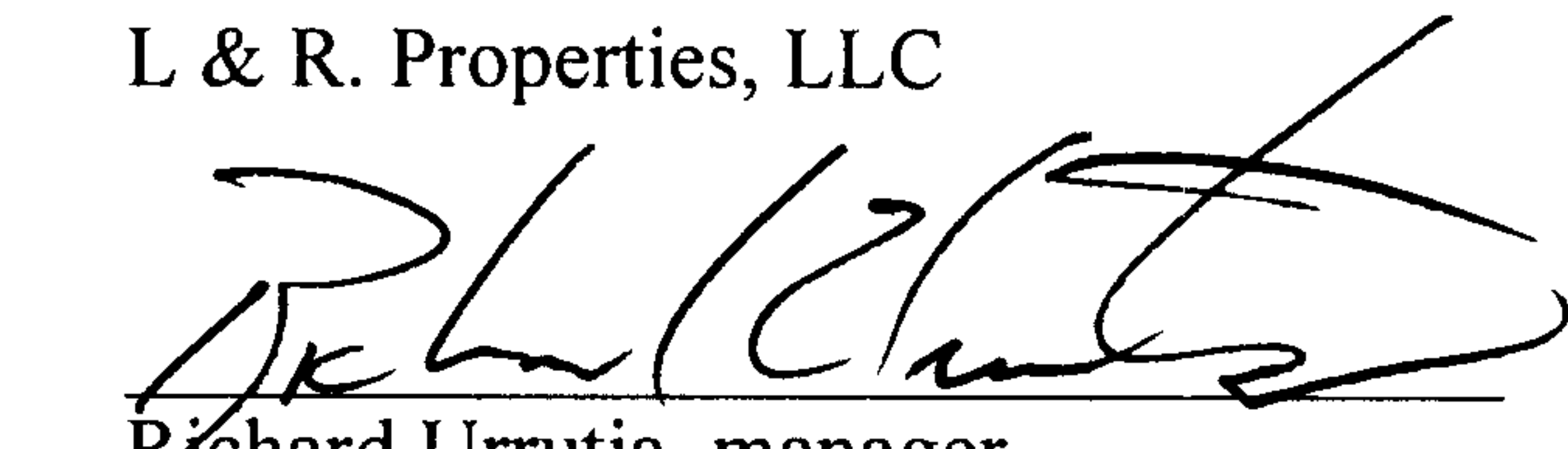
TRANSFEROR:

Urrutia, Inc.


By: Richard Urrutia, its President

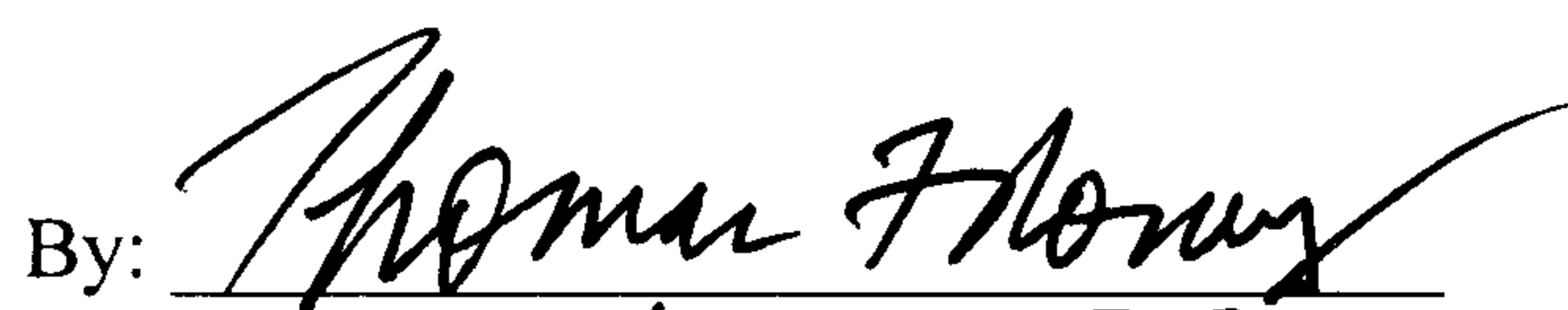
TRANSFeree:

L & R. Properties, LLC


Richard Urrutia, manager

LENDER:

Regions Bank


By: 
Its Thomas F. Roney
EVP

STATE OF ALABAMA)

HOUSTON COUNTY)

I, Lisa R. Bonner, a Notary Public in and for said County in said State, hereby certify that Richard Urrutia, whose name as President of Urrutia, Inc., an Alabama corporation, 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, he, as such officer and with full authority, executed the same as the act and deed of said corporation voluntarily on the day the same bears date.

Given under my hand this 20th day of September, 2006.


Notary Public

My Commission Expires: 5.13.2009

STATE OF ALABAMA)
)
HOUSTON COUNTY)

I, Lisa R. Bonner, a Notary Public in and for said County in said State, hereby certify that Richard Urrutia, whose name as a manager of L & R Properties, LLC, an Alabama 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 the instrument, he, as such manager and with full authority, executed the same as the act and deed of said limited liability company voluntarily on the day the same bears date.

Given under my hand this 20th day of September, 2006.

Lisa R. Bonner
Notary Public

My Commission Expires: 5.13.2009

STATE OF ALABAMA)
)
HOUSTON COUNTY)

I, Lisa R. Bonner, a Notary Public in and for said County in said State, hereby certify that Thomas F. Roney, whose name as Executive Vice Pres. of Regions Bank 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, he, as such officer and with full authority, executed the same as the act and deed of said banking corporation voluntarily on the day the same bears date.

Given under my hand this 20th day of September, 2006.

Lisa R. Bonner
Notary Public

My Commission Expires: 5.13.2009

This document prepared by:

R. Eugene Clenney, Jr., Esq.
JOHNSTON, HINESLEY, FLOWERS, CLENNEY & TURNER, P.C.
Attorneys At Law
291 North Oates Street (36303)
Post Office Box 2246
Dothan, Alabama 36302
(334) 793-1115

F:\FILES\AAA\Urrutia, Inc. - L & R Properties, LLC (assump. of mort.).doc