


This instrument prepared by:

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Birmingham, Alabama 35203


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Shelby Cnty Judge of Probate, AL
01/23/2007 04:21:39PM FILED/CERT

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES (the "Assignment") is made and entered into as of the 17th day of January, 2007, by **HAWTHORN PLACE, LLC**, an Alabama limited liability company, whose address is 2151 Old Rocky Ridge Road, Suite 100, Birmingham, Alabama 35216, Attention: Mr. John Benner (the "Borrower"), in favor of **CADENCE BANK, N.A.**, a national banking association, whose address is One Chase Corporate Center, Suite 400, Birmingham, Alabama 35244, Attention: Mr. Jon Farmer (the "Bank"). Any capitalized term used herein but not defined shall have the meaning ascribed to such term in that certain Credit Agreement between Borrower and Bank of even date herewith (as amended from time to time, the "Credit Agreement").

FOR VALUE RECEIVED, to secure the Obligations, Borrower hereby sells, assigns, transfers and sets over unto Bank, its successors and assigns, all leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of the Mortgaged Property described in Schedule "A-1" attached hereto, and the improvements located or to be located thereon, and each modification, extension, renewal and guarantee thereof (collectively, the "Assigned Leases"), including, without limitation, all the rents, issues, and profits now due and which may hereafter become due (collectively, the "Rents") under or by virtue of the Assigned Leases, together with all claims and rights to the payment of money at any time arising in connection with any rejection or breach of any of the Assigned Leases under Bankruptcy Law, including without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by a tenant or trustee in respect of the leased premises following the entry of an order for relief under the Bankruptcy Law in respect of a tenant and all rentals and charges outstanding under the Assigned Lease as of the date of entry of such order for relief.

If an Event of Default shall have occurred, Bank shall have the rights and remedies provided for under the other Loan Documents and under applicable Law.

This Assignment shall be binding upon Borrower, its successors and assigns and subsequent owners of the Mortgaged Property, or any part thereof, and shall inure to the benefit of Bank, its successors and assigns and any holder of the Obligations.

The recording of a satisfaction of the Mortgage shall terminate this Assignment.

* * * * *

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

HAWTHORN PLACE, LLC

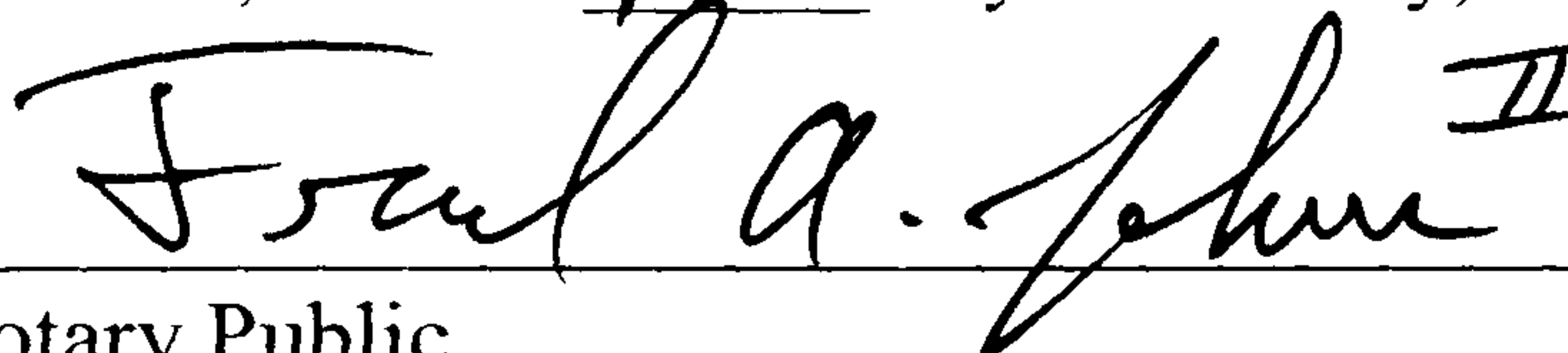
By: 

John Benner, its Manager

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John Benner, whose name as Manager of Hawthorn Place, 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 said instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 17th day of January, 2007.

 [SEAL]

Notary Public

My Commission Expires: **MY COMMISSION EXPIRES 2-11-09**

SCHEDULE "A-1" TO ASSIGNMENT OF RENTS AND LEASES
(DESCRIPTION OF MORTGAGED PROPERTY, LAND & IMPROVEMENTS)

All of Borrower's Interest in the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, whether now owned or hereafter acquired, and including replacements and additions thereto (herein referred to collectively as the "Mortgaged Property"):

(a) All those certain tracts, pieces or parcels of land, and interests in land, located in Shelby County, Alabama, more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Land");

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Borrower and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Mortgaged Property, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements");

(c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Mortgaged Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower; and

(d) All rents, issues, profits, revenues and proceeds from any sale or other disposition of the Mortgaged Property, or any part thereof, from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Borrower of, in and to the same.

EXHIBIT "A" TO ASSIGNMENT OF RENTS AND LEASES
(DESCRIPTION OF LAND)

Lot 1, according to the map and survey of Hawthorn Place, as recorded in Map Book 37, Page 89, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.