


This Instrument prepared by:  
Return To:

First Commercial Bank  
P.O. Box 11746  
Birmingham, Al. 35202-1746

  
20070216000073580 1/3 \$907.40  
Shelby Cnty Judge of Probate, AL  
02/16/2007 02:18:54PM FILED/CERT

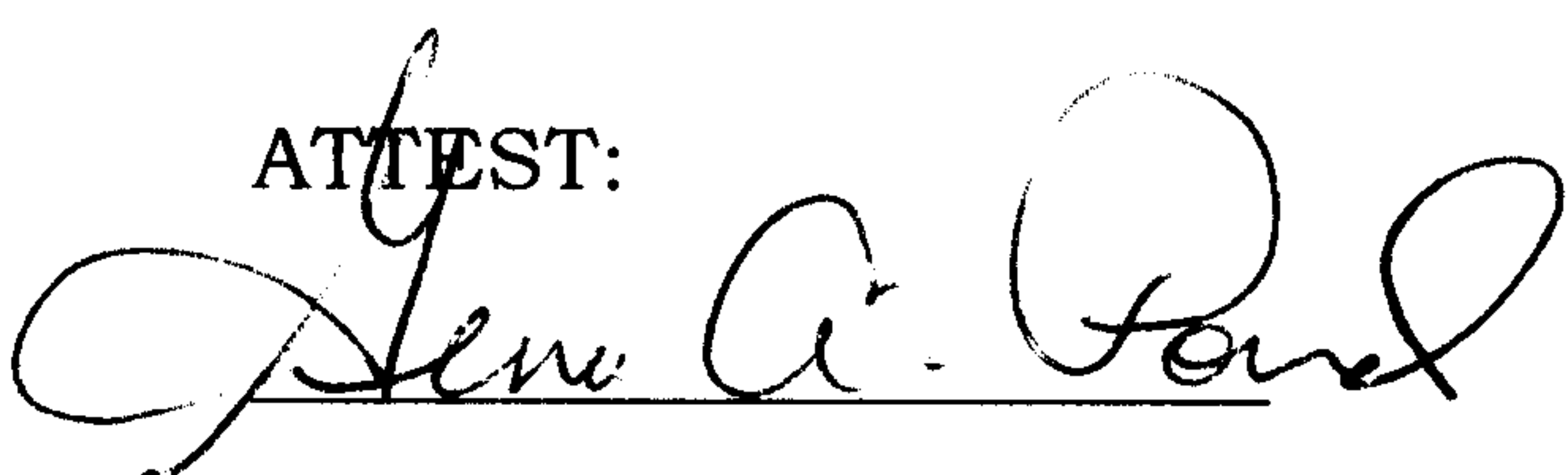
COLLATERAL ASSIGNMENT of PROMISSORY NOTE and  
MORTGAGE, ASSIGNMENT OF RENTS AND LEASES and  
SECURITY AGREEMENT

State of Alabama       )  
County of Jefferson    )

FOR VALUE RECEIVED, the undersigned **Porter Bridge Loan Company, Inc** (hereinafter called the "Assignor"), does hereby grant, bargain, sell, convey, and assign to First Commercial Bank, (hereinafter called the "Assignee"), that certain Note, Mortgage, Assignment of Rents and Leases, and Security Agreement executed by **Ed Cates, Individually and DBA Ed Cates Land Co** to Assignor, which Note, Mortgage, Assignment of Rents and Leases, and Security Agreement is dated **June 27, 2005**, together with the Note, Mortgage, Assignment of Rents and Leases, and Security Agreement and debt secured by such mortgage and the property described in said mortgage. This assignment is made with a full right of recourse against Assignor in the event said note and debt are not paid when due, and Assignor warrants that there are no set-offs, counterclaims, or defenses which would affect the validity of said Note, Mortgage, Assignment of Rents and Leases, and Security Agreement.

IN WITNESS WHEREOF, Assignor has executed this assignment on this the **27<sup>th</sup>** day of **October, 2006**.

ATTEST:



BY:

**Porter Bridge Loan Company, Inc**

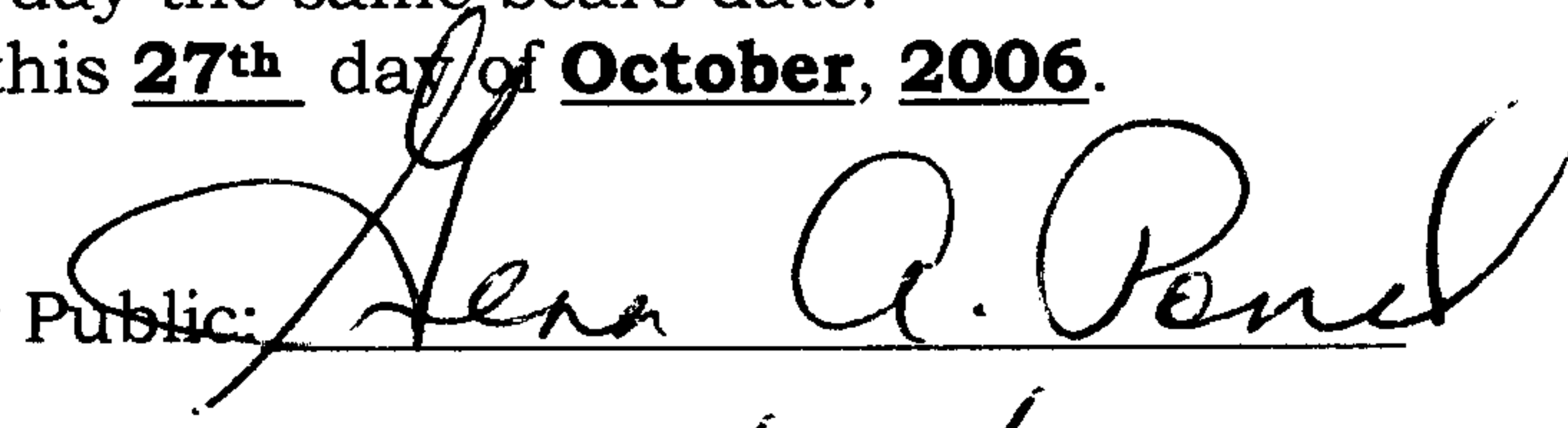
  
**Marc Porter, President**

STATE OF ALABAMA       )  
COUNTY OF JEFFERSON    )

I, the undersigned authority, in and for said county, in said state, hereby certify that **Marc Porter** whose name(s) are/is signed to the foregoing assignment, and who are/is known to me, acknowledged before me on this day that, being informed of the contents of the assignment, have/has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this **27<sup>th</sup>** day of **October, 2006**.

Notary Public:

  
**2/25/06**



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**ALLONGE**

**( Porter Bridge Loan Company, Inc to First Commercial Bank)**

**THIS ALLONGE** is attached to and shall relate to that certain Promissory Note in the original amount of \$593,593.00 ,from Ed Cates, Individually and DBA Ed Cates Land Co, a Sole Proprietorship("Borrower") in favor of First Commercial Bank("Lender").

**PAY TO THE ORDER OF FIRST COMMERCIAL BANK, WITH RECOURSE**

**Porter Bridge Loan Company, Inc**

By:   
Marc Porter

Its: **President**

**October 27, 2006**

**Date Signed**

## EXHIBIT "A"

20070216000073580 3/3 \$907.40  
Shelby Cnty Judge of Probate, AL  
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### PARCEL I:

A parcel of Land situated in the N  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of Section 33, Township 21 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Begin at the SE corner of the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of above said Section, Township and Range, said point being the Point of Beginning; thence North  $01^{\circ} 10' 03''$  East, a distance of 733.76 feet; thence North  $86^{\circ} 58' 33''$  West, a distance of 1925.18 feet; thence South  $01^{\circ} 25' 18''$  East, a distance of 761.29 feet to a point, said point lying on the Northerly R.O.W. line of Alabama Highway #70 (115 foot R.O.W.); said point also being the beginning of a non-tangent curve to the right, having a radius of 1707.11 feet, a central angle of  $05^{\circ} 07' 52''$  and subtended by a chord which bears North  $75^{\circ} 47' 12''$  East, and a chord distance of 152.83 feet; thence along the arc of said curve and said R.O.W. line, a distance of 152.88 feet to a point, said point being the beginning of a non-tangent curve to the right, having a radius of 1568.05 feet, a central angle of  $24^{\circ} 00' 03''$ , and subtended by a chord which bears South  $89^{\circ} 26' 07''$  East, and a chord distance of 652.05 feet; thence along the arc of said curve and said R.O.W. line, a distance of 656.85 feet; thence South  $80^{\circ} 27' 54''$  East and along said R.O.W. line, a distance of 1102.13 feet; thence North  $01^{\circ} 10' 03''$  and leaving said R.O.W. line, a distance of 77.36 feet to the point of beginning.

According to survey of Rodney Y. Shiflett, RLS #12784, dated September 17, 2004.

### PARCEL II:

A parcel of Land situated in the S  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of Section 33, Township 21 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Begin at the SE corner of above said Section, Township and Range, said point being the Point of Beginning; thence North 01 degree 10 minutes 04 seconds East, a distance of 468.00 feet; thence North 87 degrees 45 minutes 24 seconds West a distance of 1,066.87 feet; thence South 89 degrees 59 minutes 53 seconds West a distance of 605.71 feet; thence South 08 degrees 12 minutes 45 seconds East a distance of 432.87 feet; thence South 87 degrees 05 minutes 42 seconds East, a distance of 1602.45 feet to the Point of Beginning.

According to survey of Rodney Y. Shiflett, RLS #12784, dated September 22, 2004.

**SUBJECT TO:** 1) taxes due and payable October 1, 2005; 2) Coal, oil, gas and other mineral interests in, to or under the land herein described which are not owned by Mortgagor (PARCEL I); 3) Less and except any part of subject property lying within a road right of way (PARCEL I); 4) easements and building lines as shown on recorded map (Parcel II); 5) restrictions, covenants, easements, reservations and right of ways of record (Parcel II); 6) Coal, oil, gas and other mineral interests in, to or under the land herein described which are not owned by Mortgagor (PARCEL II); 7) Less and except any part of subject property lying within a road right of way (PARCEL II); 8) easement to the City of Calera are recorded in Instrument 2000-16489, 20030708000430960, and 20030708000430970 (Parcel II); and 9) rights of way to Shelby County as recorded in Deed Book 102, page 436, and Deed Book 104, page 420 (Parcel II).