69363102-10

After Recording Return To:
FIRST COMMERCIAL BANK
800 SHADES CREEK PARKWAY
BIRMINGHAM, AL 35209

20080318000111230 1/5 $23.00
Shelby Cnty Judge of Probate,AL
03/18/2008 02:06:52PM FILED/CERT

ASSIGNMENT OF RENTS AND LEASES

Borrower	Lender
Name and Address CHARLES N THORNTON JR DAWN THORNTON 835 MILLER CIR INDIAN SPRINGS, AL 35124-3755 Telephone No. 205-408-7993	Name and Address FIRST COMMERCIAL BANK 800 SHADES CREE BIRMINGHAM, AL 35209

THIS AGREEMENT, made and entered into this 5TH day of MARCH, 2008 by and between the Borrower and the Lender above identified, WITNESSETH THAT:

For and in consideration of the loan or other financial accommodations extended by Lender to Borrower and resulting in the Obligations hereinafter defined, and for the purpose of securing payment and performance of said Obligations, Borrower hereby assigns, grants and conveys to Lender security title to and a continuing security interest in all right, title and interest of Borrower in and to the following described Collateral to-wit:

All leases and rental contracts of every nature now existing and henceforth made or acquired by Borrower as the owner, lessor or landlord of the real estate described in Exhibit "A" hereto attached, and of each and every component rental unit, part and portion of said real estate (the "Premises"), including extensions, renewals and subleases subleases, and together with the proceeds thereof (all of such leases and rental contracts collectively, whether written or oral, being hereinafter called the "Leases");

All rents, issues, profits, accounts, revenues and receivables of every nature now and hereafter due and payable under the Leases or arising from the Premises, including but not limited to periodic rents, deficiency rents, percentage rents, parking or common area maintenance contributions, liquidated damages and other claims of every nature which Borrower might now or henceforth have against lessees, tenants or occupants of the Premises (collectively, the "Rents"); and

All rights, remedies, privileges, options, benefits and entitlements of every nature available to and exercisable by the owner, lessor or landlord of the Premises with respect to the Leases and Rents, whether documented in writing or otherwise available, including but not limited to the immediate and continuing right to collect and receive the Rents as and when same become due.

As used herein, the capitalized word "Obligations" shall mean and include, collectively, an indebtedness of Borrower to Lender in the principal amount of $ 67207.25 evidenced by a promissory note or credit agreement dated 03/05/2008 (the "Specific Debt"), together with any and all extensions and renewals thereof and each and every other debt, liability and obligation of every nature, whether now existing or henceforth incurred or arising, and whether direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, that Borrower (or any of them if more than one Borrower) might now or at any time hereafter owe to Lender, whether individually or jointly with others.

The Specific Debt is secured by a certain mortgage or deed to secure debt (the "Security Instrument") whereby security title to the Premises is vested in Lender; and this Agreement shall supplement (and in no way limit or restrict) the provisions of said Security Instrument with respect to the above described Collateral. The rights and remedies herein provided for Lender may be exercised independently of (or, at Lender's option, in conjunction with) foreclosure or any other remedy afforded by the Security Instrument.

BORROWER WARRANTS AND REPRESENTS to Lender that (a) each of the Leases is valid and enforceable according to its terms, and there are no presently existing claims or defenses that could be asserted by any tenant or lessee in opposition to such enforcement; (b) except as otherwise expressly disclosed by Borrower to Lender, all tenants and lessees are current in their payment of the Rents, and no prepayment of Rents in excess of one month in advance has been received by Borrower; (c) Borrower has the power and authority to make the foregoing assignment, and is not prohibited or restrained by any contract, judgment, order or decree from executing this Agreement and complying with the provisions hereof; and (d) Borrower has not taken any action or executed any instrument that might prevent Lender from collecting the Rents and otherwise pursuing its remedies hereunder.

BORROWER COVENANTS AND AGREES with Lender that for as long as any of the Obligations remain unpaid, Borrower will: (a) observe and perform all duties required of Borrower as owner or landlord of the Premises by virtue of the Leases; (b) enforce compliance

with all terms and conditions imposed upon the respective tenants and lessees by virtue of the Leases; (c) refrain from discounting any future Rents, from any further assignment of the Leases or the Rents, and from collecting any Rents in advance without Lender's written consent; (d) refrain from modifying or terminating any of the Leases without Lender's written consent; (e) take and perform on a timely basis all action necessary for the protection and preservation of the Premises and the Leases, including but not limited to necessary repairs and replacements, and the procurement and maintence of such insurance as Lender may reasonably require with respect to destruction or damage to the Premises, loss of Rents resulting from untentability, and similar coverage; (f) provide Lender, promptly upon its request, with copies of any and all Leases that are documented in writing (the "Lease Documents"), and with such additional documentation or confirmation as Lender from time to time may reasonably require with respect to specific Leases in furtherance of the assignments herein made; (g) furnish Lender with such reports, accounting and other information regarding accrual and payment of Rents, rental vacancies and related matters as Lender may require (which reports, accounting and other information shall be furnished periodically or otherwise, all as Lender from time to time may elect and specify); and (h) fully comply with all laws and governmental regulations applicable to the Premises, including but not limited to environmental laws, the Americans with Disabilities Act, and all zoning and building laws.

In the event of Borrower's failure to pay when due any sum required to be paid on the Specific Debt or on any of the other Obligations, or to perform and fully satisfy any other covenant or agreement with Lender herein or in the Security Instrument provided, any such event shall constitute an Event of Default hereunder.

For as long as Borrower is not in default hereunder or until otherwise notified by Lender, Borrower may collect and receive the current Rents for Borrower's own use and enjoyment. But if an Event of Default shall occur and be existing, Lender shall be and hereby is expressly authorized, at its option, to enter and take possession of the Premises and to manage and operate the same, and with or without entering or taking possession thereof, to collect any and all Rents theretofore or thenceforth accruing therefrom or under the Lease Documents, to let or re-let units or other parts of said Premises, to cancel or modify any Lease Documents, evict tenants, bring or defend suits in connection with the possession of any such unit or other part of the Premises in its own name or in Borrower's name, make repairs as Lender deems appropriate, and perform such other acts in connection with the management and operation of the Premises as Lender in its sole discretion reasonably exercised may deem proper, including but not limited to notifying tenants and lessees of this Assignment of Rents and Leases and requiring them to pay directly to Lender all Rents and other sums due and to become due from them to Borrower. Lender's receipt of any such Rents or other sums pursuant hereto shall not be construed to cure such default, nor to affect any other remedies of Lender herein or otherwise available to it.

With respect to insurance which Borrower is hereinabove required to procure and maintain: -- (a) Borrower shall furnish Lender with the policies or certificates of coverage, and with assurances satisfactory to Lender that the premiums at all times are currently paid thereon. Lender at its option (and with no obligation to do so) may procure any such insurance that Borrower fails to maintain, and any premium costs or other expense thus incurred by Lender shall be reimbursed by Borrower on demand. -- (b) The proceeds of all such insurance which become payable at any time for any reason are hereby assigned to Lender as part of the Collateral.

During the existence of any Event of Default consisting of Borrower's failure to observe and perform any duty required of Borrower as the owner or landlord of the Premises, Lender at its option (and with no obligation to do so) may take such action as Lender may reasonably deem necessary to comply with and satisfy such duty requirement. All expenses incurred by Lender in taking such action shall be reimbursed by Borrower on demand. Lender shall have no liability whatsoever for any such action taken in good faith pursuant to the provisions hereof, whether or not such action shall prove to be improper, inadequate or invalid in whole or in part.

Any cost or expense incurred by Lender which is hereinabove required to be reimbursed by Borrower on demand, if not promptly paid, shall bear interest at the highest rate provided in the promissory note or credit agreement that evidences the Specific Debt.

Borrower hereby irrevocably constitutes and appoints Lender as Borrower's true and lawful attorney-in-fact with full power and authority, in Borrower's name or otherwise, to take any and all action which Lender is herein expressly authorized to take, including but not limited to collecting the Rents and otherwise enforcing all rights of Borrower as owner or landlord of the Premises; and such power of attorney, being coupled with an interest, is irrevocable.

If at any time Borrower is in default in the due, prompt and complete observance or performance of any of the covenants, agreements or obligations of Borrower contained in this Agreement, the same shall, at Lender's option, constitute an Event of Default under the Security Instrument, and Lender shall have the right, at its option, to exercise any and all of its rights and remedies therein provided.

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Neither this Assignment nor any action or actions on the part of Lender hereunder shall constitute or be construed as an assumption by Lender of any of the obligations of Borrower as the owner or landlord of the Premises, or under the Lease Documents, or to place responsibility or liability upon Lender for any operation, maintenance, repair or control of the Premises, and Borrower shall continue to be liable for all Borrower obligations thereunder.

Borrower agrees to protect, defend, indemnify and hold Lender harmless from and against any and all loss, liability, damage and expense (including but not limited to reasonable attorneys' fees) resulting from any failure of Borrower to perform and observe on a timely basis each of the covenants, agreements and obligations of Borrower herein or in the Lease Documents provided, or resulting from any claim, demand or cause of action on the part of any person whomsoever for any loss, damage, injury or death relating to the Premises or the Leases.

All rights and remedies herein provided for Lender are cumulative and not exclusive of any other rights and remedies provided by law or otherwise available to Lender. Any and all of same may be exercised singly and independently or in such combinations and as often as Lender from time to time may elect, and without waiving any default of Borrower hereunder. Neither Lender's delay in exercising nor its failure to exercise any such right or remedy shall constitute a waiver thereof, and no partial, incomplete or ineffectual exercise of such shall prevent Lender's subsequent exercise of the same or any other right or remedy.

This Agreement shall be and remain binding upon Borrower and Borrower's heirs, executors, administrators, successors and assigns. And wherever used in this Agreement, the word "Borrower" shall mean each and all of them, jointly and severally, if there be more than one.

This Agreement shall be governed by and construed in accordance with the laws of the State indicated in Lender's address at the beginning of this Agreement.

ADDITIONAL PROVISIONS:

IN WITNESS WHEREOF, Borrower (each of them if more than one) has executed this Agreement under seal.

_____(Seal)
Borrower CHARLES N. THORNTON, JR

_____(Seal)
Borrower DAWN THORNTON

_____(Seal)
Borrower

_____(Seal)
Borrower

STATE OF _____
_____ COUNTY

Signed, sealed and delivered
in the presence of

_____
Unofficial Witness

_____
NOTARY PUBLIC
My Commission expires _____
[Notary Seal must be affixed.]

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: [illegible]
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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STATE OF _____)
: (Acknowledgment for an Individual)
_____COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, 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 the instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this _____ day of _____, _____.

_____
Notary Public

My Commission expires: _____

STATE OF _____)
: (Acknowledgment for a Corporation
COUNTY OF _____) or other Business Entity)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of the _____ a _____, 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/she, as such _____ and with full authority, executed the same voluntarily for and as the act of said _____.

Given under my hand and official seal, this _____ day of _____, _____.

_____
Notary Public

My Commission expires: _____

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EXHIBIT "A"

THE PREMISES

Real Estate located in the County of SHELBY, State of ALABAMA.

Street Address (if applicable): 7919 HIGHWAY 51
STERRETT, AL 35147

Legal Description:

Commence at the Northeast corner of the Southwest quarter of the Northeast quarter of Section 28, Township 19 South, Range 1 East, Shelby County, Alabama and run thence South 00 degrees, 00 minutes, 00 seconds West along the East line of said Quarter-Quarter a distance of 206.15 feet to a point; thence run South 54 degrees, 48 minutes, 00 seconds, West a distance of 406.83 feet to a steel corner; thence continue last described course a distance of 291.34 feet to a steel corner; thence run South 51 degrees, 07 minutes, 07 seconds East along an existing fence a distance of 421.02 feet of a steel corner on the Northwesterly margin of Shelby County Highway No. 51; thence run North 40 degrees, 47 minutes, 20 seconds East along said margin of said highway a distance of 376.62 feet to a steel corner; thence run North 51 degrees, 07 minutes, 57 seconds West along an existing fence line a distance of 326.22 feet to the point of beginning.

All being situated in Shelby County, Alabama.

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