FCHRI08262008035655P

ASSIGNMENT OF RENTS AND LEASES

BORROWER:	LESSOR:
HELENA FAMILY MEDICINE, LLC 270 Village Pkwy Helena, AL 35080	20080829000347530 1/4 $20.00 Shelby Cnty Judge of Probate, AL 08/29/2008 01:13:34PM FILED/CERT

Note Amount: $ **$315,000.00**

Funding Date: **August 27, 2008**

Maturity Date: **August 27, 2023**

1. ASSIGNMENT. In consideration of the loan evidenced by the promissory note or credit agreement described above (the "Note"), which is secured by a mortgage or deed of trust (the "Security Instrument"), Lessor, identified above, absolutely assigns to **Central State Bank** ("Lender") all Lessor's estate, right, title, interest, claim and demand now owned or hereafter acquired in all existing and future leases of the real property described in Schedule A (the "Premises") (including extensions, renewals and subleases), all agreements for use and occupancy of the Premises (all such leases and agreements whether written or oral, are hereafter referred to as (the "Leases"), and all guaranties of lessees' performance under the Leases, together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues, profits and other income of any nature now or hereafter due (including any income of any nature coming due during any redemption period) under the Leases or from or arising out of the Premises including minimum rents, additional rents, percentage rents, parking or common area maintenance contributions, tax and insurance contributions, deficiency rents, liquidated damages following default in any Lease, all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by destruction or damage to the Premises, all proceeds payable as a result of a lessee's exercise of an option to purchase the Premises, all proceeds derived from the termination or rejection of any Lease in a bankruptcy or other insolvency proceeding and all proceeds from any rights and claims of any kind which Lessor may have against any lessee under the Leases or any occupants of the Premises (all of the above are hereafter collectively referred to as the "Rents"). This Assignment is subject to the right, power and authority given to the Lender to collect and apply the Rents. The foregoing Assignment is intended to be specific, perfected, and choate upon the recording of the Security Instrument as provided by applicable state law.

2. COVENANTS OF LESSOR. Lessor covenants and agrees that Lessor will: (a) observe and perform all the obligations imposed upon thelandlord under the Leases; (b) refrain from discounting any future Rents or executing any future assignment of the Leases or collect any Rents in advance without the written consent of Lender; (c) perform all necessary steps to maintain the security of the Leases for the benefit of Lender including, if requested, the periodic submission to Lender of reports and accounting information relating to the receipt of Rent payments; (d) refrain from modifying or terminating any of the Leases without the written consent of Lender; (e) execute and deliver, at the request of Lender, any assurances and assignments with respect to the Leases as Lender may periodically require; and (f) comply with all applicable federal, state and local laws and regulations concerning the Premises, including but not limited to all environmental laws, the Americans with Disabilities Act, and all zoning and building laws.

3. REPRESENTATIONS OF LESSOR. Lessor represents and warrants to Lender that: (a) the tenants under the Leases are current in all Rentpayments and are not in default under the terms of any of the Leases; (b) each of the Leases are valid and enforceable according to its terms, and there are no claims or defenses presently existing which could be asserted by any tenant under the Leases against Lessor or any assignee of Lessor; (c) no Rents or security deposits under any of the Leases have previously been assigned by Lessor to any party other than Lender; (d) Lessor has not accepted, and will not accept, Rent in excess of one month in advance under any of the Leases; (e) Lessor has the power and authority to execute this Assignment; (f) Lessor has not performed any act or executed any instrument which might prevent Lender from collecting Rents and taking any other action under this Assignment; (g) Lessor's chief executive office is located in the state of **Alabama**; (h) Lessor's state of organization is the state of **Alabama**; and (i) Lessor's exact legal name is set forth on the first page of this agreement.

4. LESSOR MAY RECEIVE RENTS. As long as there is no default under the Note described above, the Security Instrument securing the Note,this Assignment or any other present or future obligation of Borrower or Lessor to Lender (whether incurred for the same or different purposes) ("Obligations"), Lender grants Lessor a revocable license to collect all Rents from the Leases when due and to use such proceeds in Lessor's business operations. However, Lender may at any time require Lessor to deposit all Rents into an account maintained by Lessor or Lender at Lender's institution.

5. DEFAULT AND REMEDIES. Upon default in the payment of, or in the performance of, any of the Obligations, Lender may at its option takepossession of the Premises and have, hold, manage, lease and operate the Premises on terms and for a period of time that Lender deems proper. Lender may proceed to collect and receive all Rents, and Lender shall have full power periodically to make alterations, renovations, repairs or replacements to the Premises as Lender may deem proper. Lender may apply all Rents, in Lender's sole discretion, to payment of the obligation or to the payment of the cost of such alterations, renovations, repairs and replacements and any expenses incident to taking and retaining possession of the Premises and the management and operation of the Premises. Lender may keep the Premises properly insured and may discharge any taxes, charges, claims, assessments and other liens which may accrue. The expense and cost of these actions may be paid from the Rents received and any unpaid amounts shall be added to the principal of the Note. These amounts, together with other costs, shall become part of the indebtedness secured by the Security Instrument and for which this Assignment is given. Lender's remedies described herein are cumulative, non-exclusive and in addition to any other remedies under the Security Instrument and applicable law.

6. APPOINTMENT OF RECEIVER. In the event of a default, Lender shall be entitled, without notice, without bond, and without regard to theadequacy of the collateral securing the Obligations to the appointment of a receiver for the Premises. The receiver shall have, in addition to all the rights and powers customarily given to and exercised by a receiver, all the rights and powers granted to Lender under the Security Instrument and this Assignment.

7. POWER OF ATTORNEY. Lessor irrevocably authorizes Lender as Lessor's attorney-in-fact coupled with an interest, at Lender's option, upon taking possession of the Premises to lease or re-lease the Premises or any part thereof, to cancel and modify Leases, evict tenants, bring or defend any suits in connection with the possession of the Premises in the name of either party, make repairs as Lender deems appropriate and perform such other acts in connection with the management and operation of the Premises as Lender may deem proper. Lender may endorse Lessor's name on rent checks or other instruments to accomplish the purposes of this assignment. The receipt by Lender of any Rents under this Assignment after institution of foreclosure proceeding under the Security Instrument shall not cure any default or affect such proceeding or sale which may be held as a result of such proceedings.

8. BENEFICIAL INTEREST. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases by reason of this Assignment. Lessor hereby agrees to indemnify Lender and to hold Lender harmless from any and all liability, loss or damage which Lender may incur under the Leases by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on Lender's part to perform or discharge any of the terms or agreements contained in the Leases. Should Lender incur any liability, loss or damage under the Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount of such loss, including any costs and expenses to the extent permitted by applicable law, shall be secured by the Security Instrument and this Assignment. Lessor agrees to reimburse Lender immediately upon demand for any such costs, and upon failure of Lessor to do so, Lender may accelerate and declare due all sums owed to Lender under any of the Obligations.

9. NOTICE TO TENANTS. A written demand by Lender to the tenants under the Leases for the payment of Rents or written notice of any default claimed by Lender under the Leases shall be sufficient notice to the tenants to make future payments of Rents directly to Lender and to cure any default under the Leases without the necessity of further consent by Lessor. Lessor hereby releases the tenants from any liability for any Rents paid to Lender or any action taken by the tenants at the direction of Lender after such written notice has been given.

10. INDEPENDENT RIGHTS. This Assignment and the powers and rights granted are separate and independent from any obligation contained in the Security Instrument and may be enforced without regard to whether Lender institutes foreclosure proceedings under the Security Instrument. This Assignment is in addition to the Security Instrument and shall not affect, diminish or impair the Security Instrument. However, the rights and authority granted in this Assignment may be exercised in conjunction with the Security Instrument.

11. MODIFICATION AND WAIVER. The modification or waiver of any of Lessor's obligations or Lender's rights under this Assignment must be contained in a writing signed by Lender. Lender may perform any of Lessor's obligations or delay or fail to exercise any of its rights without causing a waiver of those obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Lessor's obligations under this Assignment shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the obligations belonging to any Lessor or third party or any of its rights against any Lessor, third party or collateral.

12. NOTICES. Except as otherwise required by law, any notice or other communication to be provided under this Assignment shall be in writing and sent to the parties at the addresses indicated in this Assignment or such other address as the parties may designate in writing from time to time.

13. SEVERABILITY. Whenever possible, each provision of this assignment shall be interpreted so as to be valid and effective under applicable state law. If any provision of this Assignment violates the law or is unenforceable, the rest of the Assignment shall remain valid.

14. COLLECTION COSTS. To the extent permitted by law, Lessor agrees to pay Lender's reasonable fees and costs, including, but not limited to, fees and costs of attorneys and other agents (including without limitation paralegals, clerks and consultants) whether or not any attorney is an employee of Lender, which are incurred by Lender in collecting any amount due or enforcing any right or remedy under this Assignment, all whether or not suit is brought and including, but not limited to, fees and costs incurred on appeal, in bankruptcy, and for post-judgment collection actions. These collection costs are secured by this Assignment and the Security Instrument.

15. MISCELLANEOUS. (a) A default by Lessor under the terms of any of the Leases which would entitle the tenant thereunder to cancel or terminate such Lease shall be deemed a default under this Assignment and under the Note and Security Instrument so long as, in Lender's option, such default results in the impairment of Lender's security. (b) A violation by Lessor of any of the covenants, representations or provisions contained in this Assignment shall be deemed a default under the terms of the Note and Security Instrument. (c) This Assignment shall be binding upon and inure to the benefit of Lessor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees. (d) This Assignment shall be governed by the laws of the state indicated in the address of the Premises. Unless applicable law provides otherwise, Lessor consents to the jurisdiction of any court selected by Lender in its sole discretion located in the state indicated in Lender's address in the event of any legal proceeding under this Assignment. (e) All references to Lessor in this Assignment shall include all persons signing below. If there is more than one Lessor, their obligations shall be joint and several. This Assignment represents the complete and integrated understanding between Lessor and Lender pertaining to the terms hereof.

16. JURY TRIAL WAIVER. LESSOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY CIVIL ACTION ARISING OUT OF, OR BASED UPON, THIS ASSIGNMENT.

17. ADDITIONAL TERMS.

18. INDEXING INSTRUCTIONS.

LESSOR ACKNOWLEDGES THAT LESSOR HAS READ, UNDERSTANDS, AND AGREES TO THE TERMS AND CONDITIONS OF THIS ASSIGNMENT.

Dated: **August 27, 2008**

HELENA FAMILY MEDICINE LLC

BY: ______________________ **08/27/2008**

MICHAEL A REMILLARD, MEMBER Date

______________________ Date

______________________ Date

______________________ Date

______________________ Date

______________________ Date

This Instrument Prepared by:

Central State Bank

P.O. Box 180

Calera, AL 35040

20080829000347530 2/4 $20.00
Shelby Cnty Judge of Probate,AL
08/29/2008 01:13:34PM FILED/CERT

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF ____________________

I, ____________________, a Notary Public in and for said County, in said State, hereby certify that ____________________, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, ____________________, 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: ____________________

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF ____________________

I, ____________________, a Notary Public in and for said County, in said State, hereby certify that ____________________, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, ____________________, 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: ____________________

CORPORATE OR OTHER ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, THE UNDERSIGNED AUTHORITY, a Notary Public in and for said County, in said State, hereby certify that MICHAEL A REMILLARD, whose name as MEMBER, of HELENA FAMILY MEDICINE, LLC, a LIMITED LIABILITY COMPANY, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, HE, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, on the day the same bears date.

Given under my hand and official seal, this 27TH day of AUGUST 2008.

____________________ ____________________
Notary Public

____________________ My Commission expires: 3-1-2010

20080829000347530 3/4 $20.00
Shelby Cnty Judge of Probate, AL
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EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

A parcel of land situated in the Southwest ¼ of the Southwest ¼ of Section 22, and the Southeast ¼ of the Southeast ¼ of Section 23, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at an iron pin found at the Southwest corner of Lot 15, Block 4, of Dearing Downs, 2nd Addition, as recorded in Map Book 9, Page 33, in the Office of the Judge of Probate, Shelby County, Alabama; thence run in a Northwesterly direction along the Southwest line of Lot 15 for a distance of 239.72 feet to a point on a curve to the right having a central angle of 31 deg. 04 min. 07 sec. and a radius of 116.68 feet; thence turn an angle to the left of 43 deg. 14 min. 47 sec. to the radius of said curve and run in a Southwesterly direction along the arc of said curve for a distance of 63.27 feet to a point; thence run tangent to last stated curve for a distance of 16.06 feet to a point of a curve to the right having a central angle of 28 deg. 13 min. 52 sec. and a radius of 332.13 feet; thence run in a Southwesterly direction along the arc of said curve for a distance of 163.65 feet to a point; thence turn an angle to the right of 90 deg. 00 min. 00 sec. from the tangent of last stated curve and run in a Northwesterly direction for a distance of 28.00 feet to the point of beginning; thence continue along last stated course for a distance of 11.00 feet to a point; thence turn an angle to the left 90 deg. 00 min. 00 sec. and run in a Southwesterly direction for a distance of 15.44 feet to a point on a curve to the right having a central angle of 89 deg. 00 min. 08 sec. and a radius of 25.00 feet; thence run in a Southwesterly to Northwesterly direction along the arc of said curve for a distance of 38.83 feet to a point on the Northeast right of way of Shelby County Highway No. 95, said point being on a reverse curve to the left having a central angle of 2 deg. 23 min. 56 sec. and a radius of 2,845.83 feet; thence run in a Northwesterly direction along the arc of said curve and also along said Northeast right of way for a distance of 119.15 feet to a point; thence turn an angle to the right of 83 deg. 13 min. 22 sec. from the chord of last stated curve and run in a Northeasterly direction for a distance of 96.31 feet to a point; thence turn an angle to the right of 89 deg. 30 min. 22 sec. and run in a Southeasterly direction for a distance of 162.00 feet to a point on a curve to the right having a central angle of 14 deg. 37 min. 20 sec. and a radius of 304.13 feet; thence run in a Southwesterly direction along the arc of said curve for a distance of 77.62 feet to the point of beginning; being situated in Shelby County, Alabama.

Parcel 2:

A parcel of land located in the SW ¼ of the SW ¼ of Section 23, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: Commence at the most Westerly corner of Lot 7, Block 4, Dearing Downs, Second Addition, as recorded in Map Book 9, Page 33 in the Office of the Judge of Probate, Shelby County, Alabama; thence South 25 degrees 00 minutes 00 seconds East along the Westerly boundary line of said Lot 7, a distance of 100.06 feet (100.0 feet map) to the most Southerly corner of said Lot 7; thence continue along last described course a distance of 212.54 feet to a point on the Westerly line of Lot 9 Block 4 of said Dearing Downs; thence South 65 degrees 00 minutes 00 seconds West a distance of 222.63 feet to a point on the Westerly right of way line of Village Parkway (28 feet right of way) and the point of beginning; thence South 23 degrees 57 minutes 34 seconds East along said Westerly right of way line a distance of 49.75 feet to the beginning of a curve to the right having a radius of 88.68 feet, a central angle of 75 degrees 50 minutes 53 seconds and subtended by a chord which bears South 13 degrees 57 minutes 53 seconds West a distance of 109.01 feet; thence along the arc of said curve and said right of way line a distance of 117.39 feet to the end of said curve; thence South 51 degrees 53 minutes 19 seconds West along the Northerly right of way line of said Village Parkway a distance of 16.06 feet to the beginning of a curve to the right having a radius of 304.13 feet, a central angle of 13 degrees 36 minutes 32 seconds and subtended by a chord which bears South 58 degrees 41 minutes 35 seconds West a distance of 72.07 feet; thence along arc of said curve and said right of way line, a distance of 72.24 feet; thence leaving said right of way line North 19 degrees 20 minutes 55 seconds East a distance of 162.00 feet; thence North 71 degrees 08 minutes 42 seconds East a distance of 141.59 feet to the point of beginning; being situated in Shelby County, Alabama.

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