

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT, is made and entered into as of the 18 day of September, 2008 (this "Agreement"), by and between First Commercial Bank, an Alabama Banking Corporation ("First Commercial"), and Macon W. Taylor, an individual residing in the State of Alabama ("Assignee").

W I T N E S S E T H

WHEREAS, Cambridge Park, LLC, an Alabama limited liability company ("Cambridge"), and First Commercial entered into a certain loan agreement, dated February 27, 2006, in the principal amount One Million Two Hundred Seven Thousand Five Hundred and No/100 Dollars (\$1,207,500.00)(loan # 69361557-1) and a certain loan agreement, dated March 28, 2007, in the principal amount of Two Hundred Thirty-Five Thousand and No/100 Dollars (\$235,000.00)(loan # 69361557-3)(collectively, the aforementioned loans will hereinafter be referred to as the "Cambridge Park Loans" and the loan agreements will hereinafter be referred to as the "Cambridge Park Loan Agreements");

WHEREAS, the One Million Two Hundred Seven Thousand Five Hundred and No/100 Dollar (\$1,207,500.00) Cambridge Park Loan was secured by a mortgage, dated February 27, 2006, and recorded in the Probate Office of Shelby County, Alabama on March 10, 2006, in Instrument No. 20060310000113180 and the Two Hundred Thirty-Five Thousand and No/100 Dollars (\$235,000.00) Cambridge Park Loan was secured by a mortgage, dated March 28, 2007, and recorded in the Probate Office of Shelby County, Alabama on April 13, 2007, in Instrument No. 20070413000172500 (the "Cambridge Park Mortgages");

WHEREAS, Assignee, Jason Zarzaur, an individual residing in the State of Alabama ("Zarzaur"); Richard Smaha, an individual residing in the State of Alabama ("Smaha"); and Daniel Wolfe, an individual residing the State of Alabama ("Wolfe"), each personally guaranteed the Cambridge Park Loans pursuant to guarantee agreements dated February 27, 2006, March 28, 2007, and September 18, 2007, with each guarantor having full liability for any and all amounts owed under the Cambridge Park Loans (collectively, the aforementioned guarantee agreements will hereinafter be referred to as the Cambridge Park Loan Guarantees);

WHEREAS, the Assignee entered into a home equity line of credit agreement with First Commercial, dated March 28, 2007, in the principal amount of Three Hundred Thousand and No/100 Dollars (\$300,000.00)(line of credit # 69361453-1)(the aforementioned line of credit will hereinafter be referred to as the "Assignee Line of Credit" and the line of credit agreement will hereinafter be referred to as the "Assignee Line of Credit Agreement")(collectively, the Cambridge Park Loans and the Assignee Line of Credit are sometimes hereinafter referred to as the "Loans" and the Cambridge Park Loan Agreements and the Assignee Credit Line Agreement are sometimes hereinafter referred to as the "Loan Agreements");

WHEREAS, Zarzaur, Smaha, and Wolfe each personally guaranteed the Assignee Line of Credit pursuant to guarantee agreements dated March 28, 2007, with each guarantor having full liability for any and all amounts owed under the Assignee Line of Credit (the aforementioned guarantee agreements will hereinafter be referred to as the Assignee Line of Credit Guarantees)(collectively, the Cambridge Park Loan Guarantees and the Assignee Line of Credit Guarantees will hereinafter be referred to as the "Guarantees");

WHEREAS, Assignee paid First Commercial Four Hundred Thirty-Five Thousand and No/100 Dollars (\$435,652.00) on February 14, 2008, which was applied to extinguish the entire outstanding balance of the Assignee Line of Credit and part of the outstanding balance of the Two Hundred Thirty-Five Thousand and No/100 Dollar (\$235,000.00) Cambridge Park Loan;

WHEREAS, Assignee wishes to pay the outstanding balance of the Loans in return for an assignment of First Commercial's rights under the Loan Agreements, the Mortgages, the Guarantees, and all agreements that are incorporated into or ancillary to the aforementioned (the "Loan Documents"); and

WHEREAS, First Commercial and Assignee now desire to evidence First Commercial's assignment of its rights under the Loan Documents to Assignee, and Assignee's assumption of certain of the liabilities and obligations of First Commercial under the Loan Documents;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Payment by Assignee. On even date herewith, Assignee shall pay in hand consideration of \$1,048,812.60, payable in hand to First Commercial in consideration of Assignee assuming the obligations herein.

2. Assignment by First Commercial. First Commercial hereby assigns, transfers, sells and conveys, without recourse, and without warranty or representation of any kind, by these presents, to Assignee all of its rights under those above defined Loan Documents to Assignee.

3. Assumption by Assignee. Assignee does hereby assume and become responsible for and agree to pay, carry out, honor and discharge when due all of the obligations of First Commercial under the Loan Documents.

4. Headings. The headings contained in this Agreement as to the contents of particular sections or other subdivisions contained herein are inserted for convenience of reference only and are in no way to be construed as part of this Agreement or as

limitations on the scope of particular sections or other subdivisions to which they refer and shall not affect the interpretation or meaning of this Agreement.

5. Governing Law. This Agreement shall be governed by, and controlled, construed and enforced in accordance with the laws of the State of Alabama, without regard to principles governing conflicts of laws.

6. Counterparts. This Agreement may be executed simultaneously and in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

7. Successors and Assigns. This Agreement shall bind and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

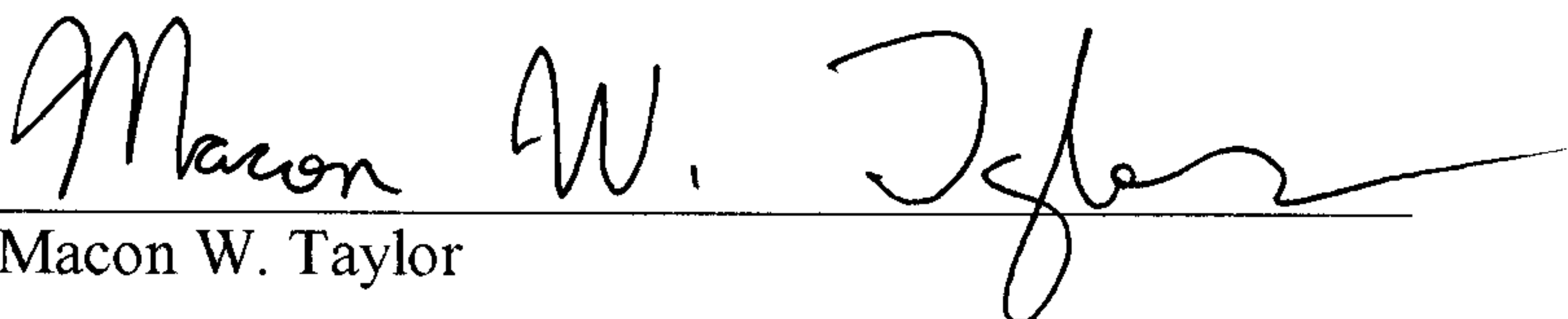
8. Amendment. This Agreement may be amended or modified only in a written instrument signed by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year above first written.

FIRST COMMERCIAL BANK

By: 

Its: Vice President


Macon W. Taylor

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State hereby certify that James M. Carter, whose name as Vice President of First Commercial Bank, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed as to the contents of the foregoing instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said First Commercial Bank.

Given under my hand this the 18th day of September, 2008.

[Signature]
Notary Public **MY COMMISSION EXPIRES
APRIL 18, 2009**

My Commission Expires: _____

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State hereby certify that Macon W. Taylor, whose name is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed as to the contents of the foregoing instrument, he the same voluntarily on the day the same bears date.

Given under my hand this the 18th day of September, 2008.

[Signature]
Notary Public **MY COMMISSION EXPIRES
APRIL 18, 2009**

My Commission Expires: _____