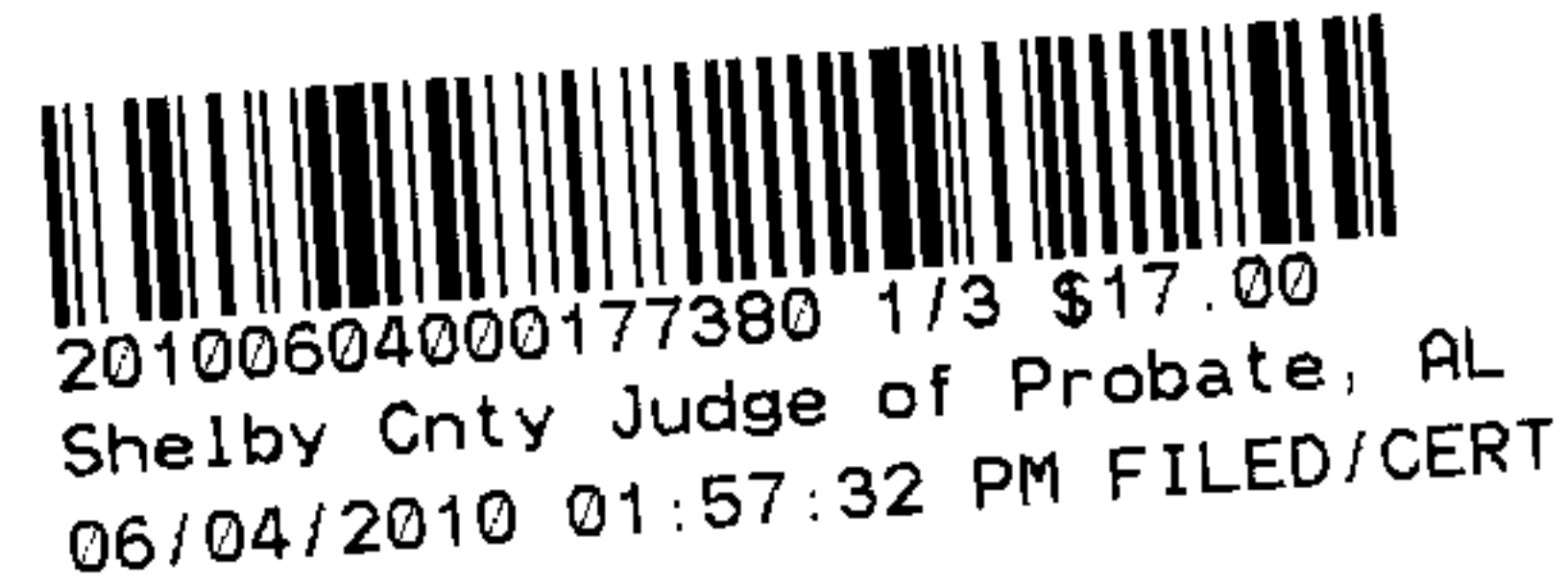


This instrument prepared by:
Timothy D. Davis, Esq.
Sirote & Permutt, P.C.
P. O. Box 55727
Birmingham, Alabama 35255-5727
(205) 930-5300



STATE OF ALABAMA)
SHELBY COUNTY)

ASSIGNMENT OF LOAN DOCUMENTS AND SECURED INDEBTEDNESS

THIS ASSIGNMENT (this "Assignment") is executed as of the 17th day of September, 2009, by **FRONTIER BANK**, a Georgia state banking corporation ("Assignor"), in favor of **STEPHEN LEONARD** ("Assignee"), having an address of c/o Wayne Wheeler, Esq., 2230 Third Avenue North, Birmingham, Alabama 35203.

1. In consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor transfers, sells, conveys and assigns unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and to each of the documents (collectively, together with any and all amendments, modifications or extensions at any time made to any thereof, the "Loan Documents") executed and delivered in connection with a loan (the "Loan") made by Assignor to Dutch Construction, LLC, an Alabama limited liability company (the "Borrower"), on or about April 8, 2008, in the original principal amount of \$143,920.00, including, without limitation the following documents, each as the same may have been amended, modified, extended or renewed from time to time:

(a) Multipurpose Note and Security Agreement dated April 8, 2008, in the original principal amount of \$143,920.00, executed by Borrower in favor of Assignor (the "Note");

(b) Mortgage and Security Agreement dated April 8, 2008, in the original principal amount of \$143,920.00, executed by Borrower in favor of Assignor and filed for record on April 14, 2008, in Instrument No. 20080414000149750 in the Office of the Judge of Probate of Shelby County, Alabama;

(c) Construction Loan Agreement between Assignor and Borrower dated April 8, 2008; and

(d) Any and all other instruments, documents, agreements, other writings and collateral, including, without limitation, any UCC financing statements, security agreements, collateral assignments, title insurance reports and/or policies, and hazard insurance policies that may presently be in effect, evidencing, securing, executed and/or delivered in connection with the Loan;

together with all of the indebtedness from time to time owing under the Note, including, without limitation, interest from the date of this Assignment until paid, and under each of the other Loan Documents, and together with any and all right, title, interest and estate of Assignor in and to the


property described in, conveyed or encumbered by the Loan Documents, together with all of Assignor's rights, remedies, privileges and options with respect to the Loan Documents arising at law, in equity, or under the Loan Documents.

2. This Assignment is made WITHOUT RECOURSE and without representation or warranty of any kind (including, without limitation, any representations or warranty as to the collectibility of any amounts owed or owing under the Loan Documents or as to the enforceability of any provision thereof), except that Assignor covenants with and warrants to Assignee that: Assignor is the lawful owner and holder of the indebtedness evidenced by the Note and has a good right to sell the same and all of Assignor's rights under the Note and Loan Documents; the indebtedness evidenced by the Note is presently outstanding in the amount reflected in the payoff letter provided to Assignee herewith; to the best of Assignor's actual knowledge, the Note and the other Loan Documents are valid, binding and enforceable obligations of Borrower (Assignor has disclosed to Assignee that the guarantor of the Loan, Timothy Holland, has filed for federal bankruptcy protection and received a discharge of liabilities, which discharge includes any liability under the Loan Documents); and except as may be set forth herein, Assignor has not released any of the security described in the Loan Documents or released, satisfied or cancelled any of the Loan Documents.

3. This Assignment shall inure to the benefit of Assignee and Assignee's successors and assigns.

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- SIGNATURE PAGE FOLLOWS -


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Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed by its duly authorized officer as of the date first above written.

ASSIGNOR:

FRONTIER BANK

By: John Nicholson
Name: John Nicholson
Title: Senior Vice President

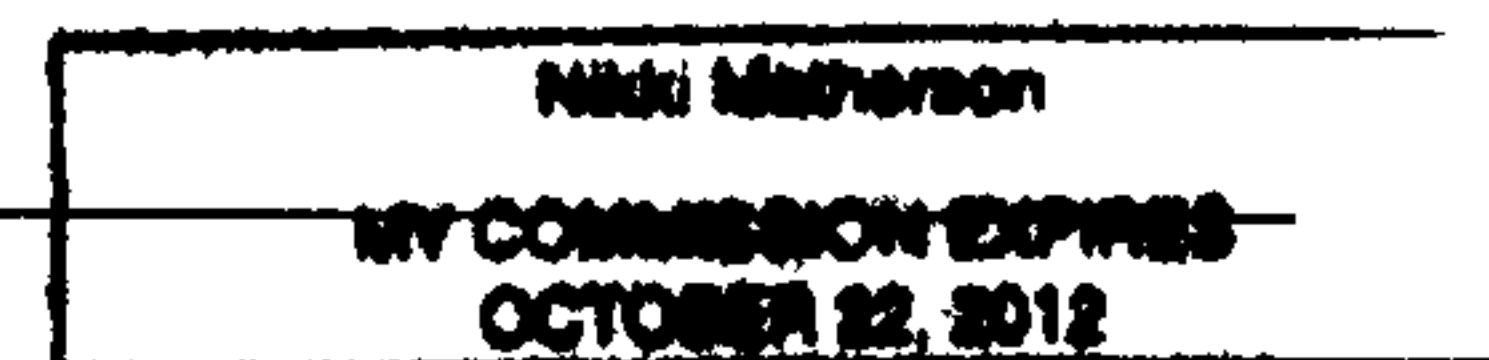
STATE OF ALABAMA)
Shelby COUNTY)


I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John Nicholson, whose name as Senior Vice President of Frontier Bank, a Georgia state banking corporation, 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 officer and with full authority, executed the same voluntarily for and as the act of said banking association.

Given under my hand and official seal this 17th day of September, 2009.

(SEAL)

Nicki Matheson
Notary Public
My Commission Expires:




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Shelby Cnty Judge of Probate, AL
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