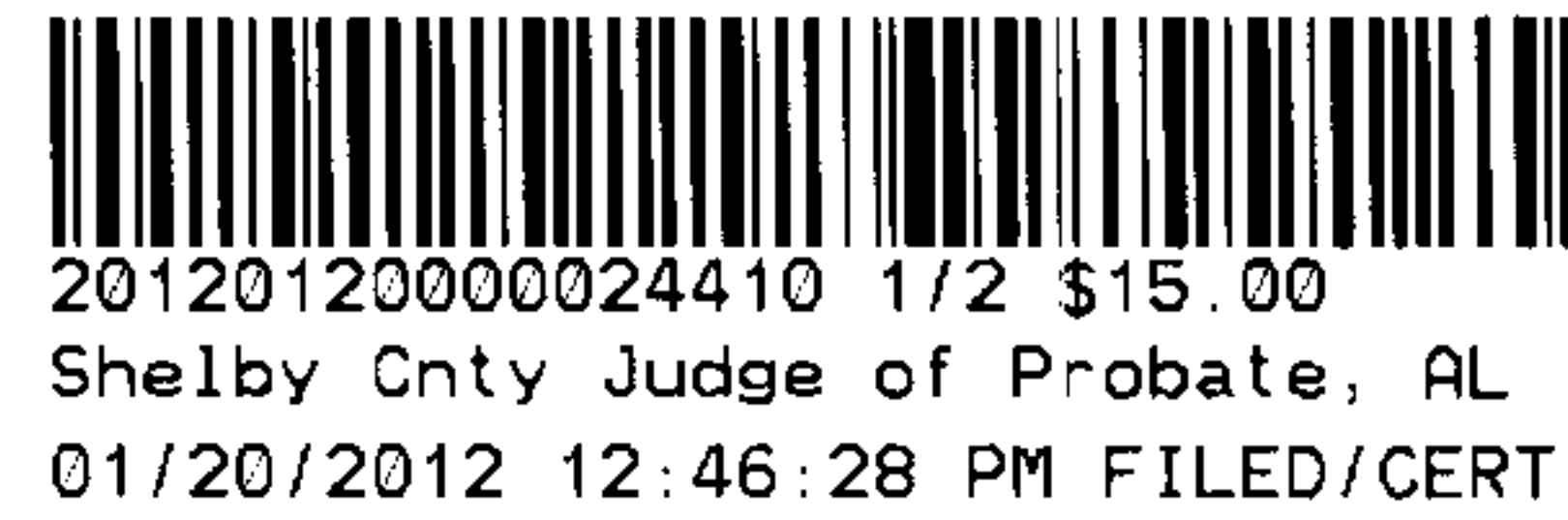


Record and Return to:
Michael J. Brandt, Esq.
Wallace, Jordan, Ratliff & Brandt, L.L.C.
800 Shades Creek Parkway, Suite 400
Birmingham, Alabama 35209



**COLLATERAL ASSIGNMENT OF NOTE, MORTGAGE
AND OTHER LOAN DOCUMENTS**

KNOW ALL MEN BY THESE PRESENTS, THAT **CHELSEA PARK HOLDING, LLC**, a Delaware limited liability company ("Assignor"), for and in valuable consideration of ten dollars (\$10.00) and other good and valuable consideration received from and on behalf of **BRYANT BANK**, an Alabama state banking corporation ("Assignee"), does hereby assign, convey, sell and transfer to Assignee all the right, title and interest of Assignor in and to the following documents (collectively, the "Loan Documents"):

- A. Promissory Note dated December 6, 2011, by Ridgecrest Properties, LLC ("Mortgagor") in the principal amount of \$340,000.00;
- B. Mortgage, Assignment of Rents and Security Agreement executed by Mortgagor and dated December 6, 2011, recorded as Instrument No. 20111207000368890 in the Office of the Judge of Probate of Shelby County, Alabama;
- C. Commonwealth Land Title Insurance Company Loan Policy Number 81307-84961889 (File No. 171505), and endorsements thereto, if any; and
- D. All other documents, instruments and agreements executed in favor of or held by Assignor and related to the loan evidenced or secured by the foregoing.

Assignor does hereby represent and warrant to Assignee as follows:

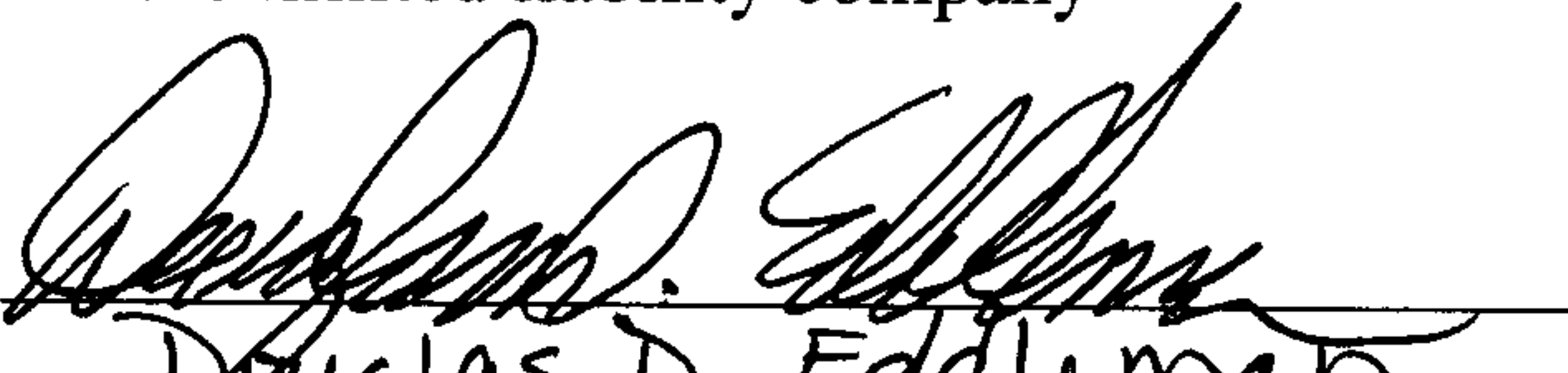
- 1. That as of the date set forth below, Assignor is the owner and holder of the Loan Documents, and Assignor has not assigned, conveyed, sold or otherwise transferred any of its interest in the Loan Documents, or the loan represented thereby, to any other person whether by way of assignment, participation, or otherwise.
- 2. That Assignor has full power and authority to enter into and execute this Assignment.

Provided, however, this Assignment is made to secure and enforce payment of a certain Term Note in the principal sum of Three Million Eight Hundred Sixty-Two Thousand and No/100 Dollars (\$3,862,000.00) of even date herewith, executed by Assignor and Park Homes, LLC, an Alabama limited liability company, payable to the order of Assignee, bearing interest as provided in said Note, and any and all renewals, extensions, modifications, substitutions or

increases of said Note, or any part thereof (the "Secured Debt"), and if Assignor shall: (A) pay in full (i) all of the Secured Debt including but not limited to all sums (principal, interest and charges) payable under the Note and any and all extensions and renewals of the same (including future advances); and (ii) all sums becoming due and payable by Assignor under the terms of the mortgage and the other loan documents securing the Note; and (B) have kept and performed each and every obligation, covenant, duty, condition and agreement herein or in the Note or mortgage imposed on or agreed to by Assignor; then this conveyance and the grants and conveyances contained herein shall become null and void, and the Loan Documents shall revert to Assignor, and the entire estate, right, title and interest of Assignee will thereupon cease, and Assignee in such case shall, upon the request of Assignor and at Assignor's cost and expense, deliver to Assignor proper instruments acknowledging the release and satisfaction of this Assignment; otherwise, this Assignment shall remain in full force and effect.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Note, Mortgage and Other Loan Documents as of the 29th day of December, 2011.

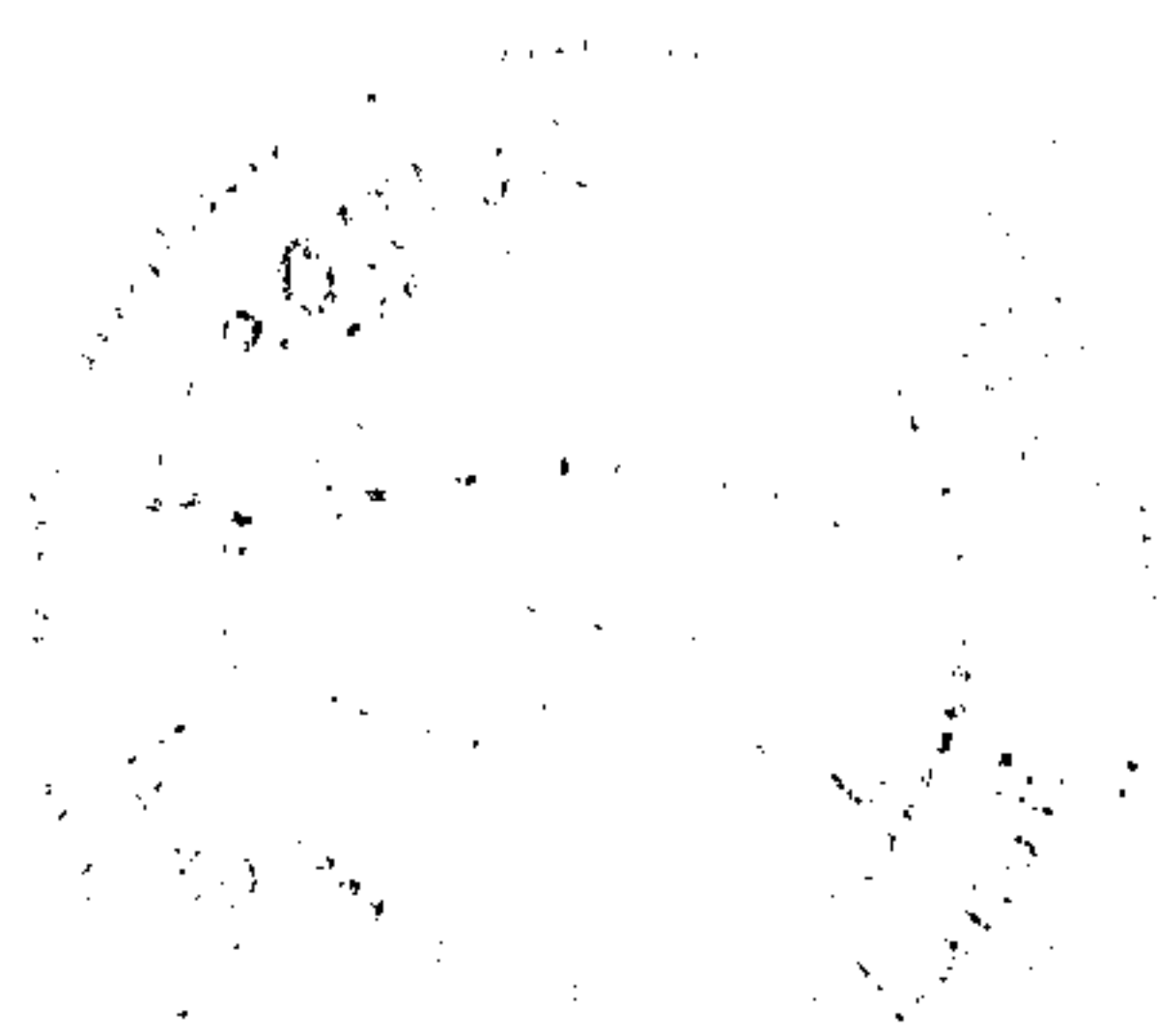
CHELSEA PARK HOLDING, LLC,
a Delaware limited liability company


By: 
Its: Douglas D. Eddleman
manager

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Douglas D. Eddleman, whose name as Manager of Chelsea Park Holding, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 29th day of December, 2011.




Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 2, 2015
BONDED THRU NOTARY PUBLIC UNDERWRITER

My Commission Expires: _____