

STATE MS. - DE SOTO CO.

MAY 12 2 44 PM '98

This Instrument Prepared by and
RETURN TO:
DAVID F. LEAKE, ATTORNEY
6000 POPLAR AVENUE
SUITE 401
MEMPHIS, TN 38119

ASSIGNMENT OF LEASES, RENTS, AND PROFITS

BK 77 PG 493
W.F. DAVIS CH. CLK.

WHEREAS, by the hereinafter described Assignment of Leases, Rents, and Profits, heretofore recorded in the Register's Office of DeSoto County, Mississippi, certain real property was conveyed by the hereinafter named Grantor(s) to Aubrey G. Oliver and/or William E. Stemmler, Jr., as Trustee(s), for the purpose of securing the payment and indebtedness evidenced by notes fully described in such Assignment of Leases, Rents, and Profits; and

WHEREAS, all of the notes described in and secured by said Assignment of Leases, Rents, and Profits have been paid in full, and there is nothing due or owing on said indebtedness nor under the terms and provisions of said Assignment of Leases, Rents, and Profits; and

WHEREAS, said Assignment of Leases, Rents, and Profits is briefly described as follows, to-wit:

| GRANTOR | Date of Instrument | Recorded Description of Property |
|----------------------|--------------------|---|
| Burkeen Construction | March 17, 1995 | Lot 65,66,67 and 68 Section "D" Holiday Industrial Park situated Section 24, Township 1 South, Range 6 West, DeSoto County, Mississippi, as per plat recorded Plat Book 18, Page 11-12, Chancery Clerk's Office, DeSoto County, Mississippi, to which reference is herein made. |

Recording Date: 3/27/95
Book 68 Page 352

NOW, THEREFORE, in consideration of the premises the undersigned BOATMEN'S BANK OF TENNESSEE, as legal owner and holder of the notes secured by said Assignment of Leases, Rents, and Profits, acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said Assignment of Leases, Rents, and Profits, and to this end quit claims and conveys unto said Grantor(s), their/his/her heir(s) and assigns all their/his/her right, title and interest in and to the Real Estate described in said Assignment of Leases, Rents, and Profits, to which reference is made for a particular description of said property.

The undersigned, BOATMEN'S BANK OF TENNESSEE covenants with the said Grantor(s) that it is the legal owner and holder of the notes described in and secured by said Assignment of Leases, Rents, and Profits, and that it has the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF, the said BOATMEN'S BANK OF TENNESSEE has hereunto set its hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 31st day of December, 1996.

BOATMEN'S BANK OF TENNESSEE

By: [Signature] SUP
Aubrey G. Oliver, Sr. Vice President

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Aubrey G. Oliver with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Senior Vice President of Boatmen's Bank of Tennessee, the within named bargainer, a corporation, and that he as such Senior Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such Senior Vice President.

WITNESS my hand and seal at office in Memphis, Tennessee, this the 31st day of December, 1996

[Signature]
NOTARY PUBLIC

My commission expires: 10/24/2000