

PREPARED BY:
SENATOBIA BANK
PO BOX 96
SENAOBIA, MS 38668
662-562-8201**ASSIGNMENT OF RENTS AND LEASES**

BORROWER: Olive Branch Group, L L C AND David L Kelly 6208 Hwy 305 Olive Branch, MS 38654	LESSOR: Olive Branch Group, LLC 6208 Hwy 305 Olive Branch, Ms 38654
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Officer's Initials	Interest Rate	Principal Amount/ Credit Limit	Funding Agreement Date	Maturity Date	Customer #	Loan #
	6.250	\$1,177,500.00	January 06,2005	January 05, 2006		904866

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 _____ ("Lender") all **Senatobia Bank**

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 untenability 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 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 the landlord 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 Rent payments 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 _____; (h) Lessor's state of organization is the state of _____; and (i) Lessor's exact legal name is set forth on the first page of this agreement.

4. FINANCING STATEMENT. Lessor authorizes the Lender to file a financing statement describing the Leases, Rents and any other collateral hereunder, as well as any agricultural liens or other statutory liens held by the Lender.

5. 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.

6. DEFAULT AND REMEDIES. Upon default in the payment of, or in the performance of, any of the Obligations, Lender may at its option take possession 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.

7. APPOINTMENT OF RECEIVER. In the event of a default, Lender shall be entitled, without notice, without bond, and without regard to the adequacy 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.

8. 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's 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 Lender'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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

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

18. ADDITIONAL TERMS.

Assignment of lease between Olive Branch Group, LLC, herein called Lessor, and G & P Trucking Company, Inc., herein called Lessee, covering the premises situated in the City of Olive Branch, DeSoto County, Mississippi, described as approximately 5 acres located on the north side of Ridgeway Industrial Drive, approximately 400' west of Hacks Cross Road for a term of five (5) years, commencing February 1, 2005, and terminating on January 31, 2010, in the amount of \$63,000.00 payable in equal monthly installments in advance on the first day of each month for that month's rental, during the term of this lease. Lessee shall use and occupy the premises for a trucking company office. Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor.

19. INDEXING INSTRUCTIONS.

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

Dated:

LESSOR: Leslie Davis, member

LESSOR:

LESSOR: _____

LESSOR:

LESSOR: _____

LESSOR:

LESSOR: _____

LESSOR:

SCHEDULE A

10.3201 acres, more or less, located in the SE 1/4 of the NE 1/4 of Section 26, Township 1 South; Range 6 West, DeSoto County, Mississippi and being more particularly described as beginning at the NE corner of th NE 1/4 of Section 26, Township 1 South, Range 6 West; thence S 06 deg. 08 min. 08 sec. W a distance of 1322.93 (measured 1321.10 called) to a point in Hacks Cross Road; thence N 83 deg. 48 min. 07 sec. W a distance of 65.72' to an iron pin set in the west right of way of Hacks Cross Road; said point being the True Point of Beginning for this 10.3201 acre tract; thence continue N 83 deg. 48 min. 07 sec. W a distance of 703.08' to an iron pin set at the NE corner of Lot 2, Section "B", Olive Branch Industrial Park; thence S 06 deg. 09 min. 00 sec. W a distance of 637.92' along the east line of said lot to a point in Ridgweay Industrial Drive, passing an iron pin set at 611.92'; thence S 83 deg. 47 min. 32 sec. E a distance of 729.13' to a masonry nail; thence N 06 deg. 03 min. 22 sec. E a distance of 26.00' to a point; thence N 83 deg. 47 min. 31 sec. W a distance of 25.00' to an iron pin set; thence N 06 deg. 03 min. 22 sec. E along the west right of way of Hacks Cross Road a distance of 612.05' to the point of beginning, containing 449,540.5206 square feet or 10.3201 acres, more or less, subject to all rights of way, easements of record and subdivision regulations in effect for the City of Olive Branch.

Less and Except:

Lots 1 & 2 of Skymac Development, Plat of Record in office the Chancery Clerk of DeSoto County, Mississippi.

Signed for identification.
Olive Branch Group, L L C

	01/06/2005	
G T McKenzie, Member	Date	
<i>Leslie Davis</i> , Member	01/06/2005	Date
Leslie Davis, Member	Date	Date
<i>David L Kelly</i>	01/06/2005	Date
David L Kelly	Date	Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, within my jurisdiction, the within named _____ who acknowledged that (he) (she) (they) executed the above and foregoing instrument.

NOTARY PUBLIC

My commission expires: _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, within my jurisdiction, the within named _____ who acknowledged that (he) (she) (they) executed the above and foregoing instrument.

NOTARY PUBLIC

My commission expires: _____

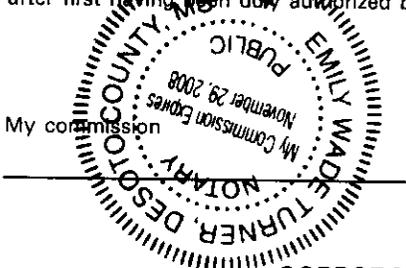
CORPORATE, PARTNERSHIP, LIMITED LIABILITY COMPANY OR ASSOCIATION ACKNOWLEDGEMENT

(One Signer)

STATE OF MS
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, within my jurisdiction, the within named Leslie Davis who acknowledged that (he) (she) is Member of Olive Branch Group LLC a Mississippi Limited Liab. company, and that for and on behalf of the said Olive Branch Group LLC, and as its act and deed, (he) (she) executed the above and foregoing instrument after first having been duly authorized by said Olive Branch Group, LLC so to do.

Emily Wade Turner
NOTARY PUBLIC



CORPORATE, PARTNERSHIP, LIMITED LIABILITY COMPANY OR ASSOCIATION ACKNOWLEDGEMENT

(Two Signers)

STATE OF _____
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, within my jurisdiction, the within named _____ and _____, who severally acknowledged that they are _____ and _____, respectively of _____, and that for and on behalf of the said _____, and as its act and deed, they executed the above and foregoing instrument after first having been duly authorized by said _____ so to do.

NOTARY PUBLIC

My commission expires: _____

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

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

18. ADDITIONAL TERMS.

19. INDEXING INSTRUCTIONS.

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

Dated:

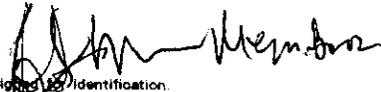
LESSOR: *[Handwritten Signature]*

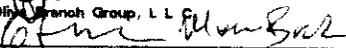
LESSOR: _____

EXHIBIT A

10.3201 acres, more or less, located in the SE 1/4 of the NE 1/4 of Section 26, Township 1 South; Range 8 West, DeSoto County, Mississippi and being more particularly described as beginning at the NE corner of the NE 1/4 of Section 26, Township 1 South, Range 8 West; thence S 06 deg. 08 min. 08 sec. W a distance of 1322.93 (measured 1321.10 called) to a point in Hooks Cross Road; thence N 83 deg. 48 min. 07 sec. W a distance of 86.72' to an iron pin set in the west right of way of Hooks Cross Road; said point being the True Point of Beginning for this 10.3201 acre tract; thence continue N 83 deg. 48 min. 07 sec. W a distance of 703.08' to an iron pin set at the NE corner of Lot 2, Section "B", Olive Branch Industrial Park; thence S 08 deg. 09 min. 00 sec. W a distance of 637.82' along the east line of said lot to a point in Ridgeway Industrial Drive, passing an iron pin set at 611.92'; thence S 83 deg. 47 min. 32 sec. E a distance of 728.13' to a masonry nail; thence N 08 deg. 03 min. 22 sec. E a distance of 26.00' to a point; thence N 83 deg. 47 min. 31 sec. W a distance of 26.00' to an iron pin set; thence N 08 deg. 03 min. 22 sec. E along the west right of way of Hooks Cross Road a distance of 612.06' to the point of beginning, containing 449,640.6208 square feet or 10.3201 acres, more or less, subject to all rights of way, easements of record and subdivision regulations in effect for the City of Olive Branch.

Less and Except:
 Lots 1 & 2 of Skymac Development, Plat of Record in office the Chancery Clerk of DeSoto County, Mississippi.


 Signed for Identification.

Olive Branch Group, L.L.C.


G T McKentzie, Member	Date	_____	_____
Leslie Davis, Member	Date	_____	_____
David L Kelly	Date	_____	_____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, within my jurisdiction, the within named _____ who acknowledged that (he) (she) (they) executed the above and foregoing instrument.

My commission expires: _____

NOTARY PUBLIC

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, within my jurisdiction, the within named _____ who acknowledged that (he) (she) (they) executed the above and foregoing instrument.

My commission expires: _____

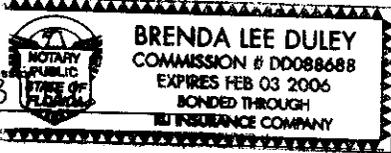
NOTARY PUBLIC

CORPORATE, PARTNERSHIP, LIMITED LIABILITY COMPANY OR ASSOCIATION ACKNOWLEDGEMENT

(One Signer)

STATE OF FLORIDA
COUNTY OF MONROE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 6 day of January 2005, within my jurisdiction, the within named G.T. McKenzie Jr. who acknowledged that (he) (she) is a member of Olive Branch Group LLC and that for and on behalf of the said Mississippi Limited Liability Company and Olive Branch Group LLC and as its act and deed, (he) (she) executed the above and foregoing instrument after first having been duly authorized by said Olive Branch Group LLC so to do.



My commission expires: 2/3

Brenda Lee Duley
NOTARY PUBLIC

CORPORATE, PARTNERSHIP, LIMITED LIABILITY COMPANY OR ASSOCIATION ACKNOWLEDGEMENT

(Two Signers)

STATE OF _____
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, within my jurisdiction, the within named _____ and _____, who severally acknowledged that they are _____ and _____, respectively of _____, and that for and on behalf of the said _____, and as its act and deed, they executed the above and foregoing instrument after first having been duly authorized by said _____ so to do.

My commission expires: _____

NOTARY PUBLIC