

Prepared by and Return To:
Lisbeth P. Bruce, Esq.
Blalock, Landers, Walters & Vogler, P.A.
802 11th Street West
Bradenton, Florida 34205
(813) 748-0100

BOOK 770 PAGE 223
STATE MS. - DESOTO CO.
JUL 3 1 01 PM '95

BK 770 PG 223
W.E. DAVIS CH. CLK.
by: G. Starkey ec

**ASSIGNMENT OF NOTE AND
MORTGAGE AS COLLATERAL
SECURITY**

Do not use this space

KNOW ALL MEN BY THESE PRESENTS:

That on this 30TH day of June, 1995, CANT PRODUCTS, INC., a Florida corporation, herein referred to as "Assignor," hereby assigns to FIRST NATIONAL BANK OF MANATEE, herein referred to as "Assignee," as collateral security that certain promissory note ("Assigned Note"), in the original principal amount of Two Hundred Twenty Four Thousand and 00/100 Dollars (\$224,000.00) secured by that certain Deed of Trust ("Assigned Mortgage"), dated the 9th day of March, 1995, and recorded in Book 751, Page 782, of the Public Records of Desoto County, Mississippi, covering the property described therein, a copy of said Assigned Note and Assigned Mortgage is attached hereto as Exhibit "A", for the payment of (i) a Renewal Line of Credit Promissory Note in the amount of One Hundred Seventy Five Thousand and 00/100 Dollars (\$175,000.00) made by Assignor in favor of Assignee ("the Renewal Note") and (ii) Assignor's guaranty of a Renewal Line of Credit Promissory Note in the amount of Two Hundred Thousand Seven Hundred Ninety Three and 30/100 Dollars (\$200,793.30) made by Construction Wholesale Inc., a Florida corporation in favor of Assignee (the "Guaranty"), and all the money due and to become due thereon with interest;

But on the express condition that if Assignor, his successors, and assigns shall pay or cause to be paid to Assignee, its successors, heirs, executors, administrators or assigns, the aforesaid sum of One Hundred Seventy Five Thousand and 00/100 (\$175,000.00) in accordance with the Renewal Note and any and all sums which may become due and payable pursuant to the Guaranty described above, this Assignment shall be void, it being made for the sole purpose of securing the payment of the Renewal Note and Guaranty as specified. Assignor hereby warrants and covenants that CANT PRODUCTS, INC., a Florida corporation is the sole owner and holder of the Assigned Note and Assigned Mortgage, and that the Assigned Note and Assigned Mortgage have not been otherwise pledged or assigned, in whole or in part. If there is any breach of the terms of this paragraph or otherwise in this Assignment, or if, in the Assignee's sole determination, the security herein provided is impaired in any way, Assignee shall be entitled to all remedies available as if the Renewal Note and the Guaranty in favor of Assignee described above is in default.

It is agreed that so long as Assignor is not in default under the Renewal Note and the Guaranty in favor of Assignee, or under the terms of the preceding paragraph, Assignor shall have the right to collect and receive the money due on the Assigned Note and Assigned Mortgage.

IN WITNESS WHEREOF, Assignor has signed and sealed this Assignment of Note and Mortgage as Collateral Security the date first above written.

Signed, sealed and delivered
in the presence of:

CANT PRODUCTS, INC., a Florida corporation

Michael J. Clark
Witness signature

MICHAEL J. CLARK
Print Name

Matthew P. Hoch
Witness signature

Matthew P. Hoch
Print Name

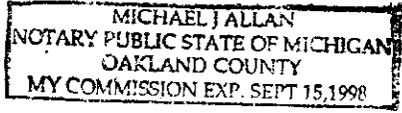
By: Mahlon A. Benson, Jr.
MAHLON A. BENSON, JR.
Its: VICE PRESIDENT
P.O. Box 2039
Bradenton, FL 34206

The foregoing instrument was subscribed and sworn to before me this 20th day of June, 1995, by MAHLON A. BENSON, JR., as VICE PRESIDENT of CANT PRODUCTS, INC., a Florida corporation

- who is personally known to me
 who has produced _____ as identification
(type of identification)

and who acknowledged to and before me that he executed the same freely and voluntarily for the purposes therein expressed on behalf of said corporation.

My Commission expires:



Michael J. Allan
Signature

MICHAEL J. ALLAN
Print Notary Name

Commission No. _____

\$224,000.00

March 7, 1995
Memphis, Tennessee

FOR VALUE RECEIVED, GROUND SUPPORT SPECIALIST, L.L.C., a Tennessee Limited Liability Company, promises to pay to the order of CANT PRODUCTS, INC., a Florida Corporation, the principal sum of TWO HUNDRED TWENTY FOUR THOUSAND AND NO/100 DOLLARS (\$224,000.00), together with interest thereon at the rate of nine percent (9.0%) per annum from March 7, 1995, until maturity, each unpaid installment of principal and interest to bear interest at the rate of nine percent (9.0%) per annum after maturity and until paid. This is a five year note with payments amortized over a period of fifteen years. At the end of five years if the principal and interest have not been paid, either the holder or the maker can require that the note be refinanced for a second five year term with interest computed at one percent above prime, amortized over a period of ten years. At the end of ten years, if the principal and interest have not been paid, either party can require that the principal be refinanced, at a floating rate of one percent above prime for an additional five year term, with the interest rate adjusted on the first day of January and July of each year, amortized over a five year term.

Said principal and interest for the first five year term are payable in installments in the following manner, to wit: TWO THOUSAND TWO HUNDRED SEVENTY ONE AND 96/100 DOLLARS (\$2,271.96) on the 7th day of April, 1995, and a like amount on the 7th day of each and every month thereafter to and including the 7th day of February, 2000, and on the 7th day of March, 2000, the balance of said principal sum and interest thereon, which said monthly payments shall be applied monthly to the payment of interest on the balance of the unpaid principal at the rate of nine percent (9.0%) per annum and any amount remaining after payment of said interest shall be applied in reduction of said unpaid part of the principal of this note. However, notwithstanding the foregoing, both the holder and the maker are granted the option of requiring that the unpaid principal and interest remaining on the fifth anniversary of the date of this note, be refinanced for an additional five year term, amortized over a ten year term, with interest at the rate of one percent (1.0%) above the prime interest rate as published in the Wall Street Journal on said anniversary date or the closest date to it on which said newspaper is

published. The maker, at the option of the holder shall execute a new note containing the new interest rate. On the tenth anniversary of the note, if it remains unpaid, either party may require that the note be refinanced for an additional five year term, with interest at a floating rate, one percent above prime, adjusted semi-annually on January 1 and July 1, and amortized over a five year term.

All installments of both principal and interest of this note are payable at such place as the holder may designate in writing to the maker.

This note and the interest are secured by a deed of trust on real estate, of even date herewith, recorded in the office of the Chancery Court and ExOfficio Recorder for DeSoto County, Mississippi.

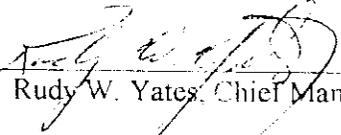
Upon failure to make payment of any instalment, above mentioned or any part thereof, as above provided, the remaining amount of the principal of this note with all interest then accrued shall, at the option of the holder of this note, at once become due and payable.

If this note is placed in the hands of an attorney for collection, by suit or otherwise, or to protect the security for its payment or to enforce its collection, the maker will pay all costs of collection, and litigation, together with a reasonable attorney's fee.

The endorsers, if any, expressly waive protest, demand, presentment, and notice of dishonor.

The privilege is reserved and given to make additional payments on the principal of this note on the due date of any installment prior to maturity. Such prepayment, however, shall be for the exact amount of such part or portion of any consecutive number of then next ensuing monthly payments as would be applied to principal if these monthly payments were made when due. Any partial prepayment of principal shall not have the effect of suspending or deferring the monthly payments herein provided for, but the same shall continue to be due and payable on each due date subsequent to such partial payment of the principal and shall operate to effect full payment of the principal at an earlier date.

GROUND SUPPORT SPECIALIST, L.L.C.

BY: 
Rudy W. Yates, Chief Manager

MAR 9 11 41 AM '95

DEED OF TRUST

BK 751 PG 782
By B Cleveland & Co

This Indenture, made by and between GROUND SUPPORT SPECIALIST, L.L.C., a

Tennessee Limited Liability Company,

party of the first part; M.A. Benson, III party of the second part, as Trustee;

and CANT PRODUCTS, INC., a Florida Corporation,

party of the third part, WITNESSETH:

That, for and in consideration of One Dollar cash in hand paid, the receipt of which is hereby acknowledged, and for the purpose of securing the payment of the indebtedness hereinafter described, the party of the first part does hereby convey and warrant unto the party of the second part, as Trustee, and his successors in trust, the following described real estate situated in the City of Horn Lake, County of DeSoto, State of Mississippi, and being more particularly described as follows, to-wit:

Tract No. 1 being located in the Northeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 34, Township 1 South, Range 8 West, Horn Lake, DeSoto County, Mississippi.

Begin at the northwest corner of the Northeast quarter of Section 34, Township 1 South, Range 8 West; thence South 05 degrees 32 minutes 10 seconds East 2636.38 feet to a point; thence North 84 degrees 43 minutes 50 seconds East 1460.80 feet to a point; thence South 05 degrees 04 minutes 13 seconds East 399.98 feet to an iron stake (found) in the northerly line of Cole Road (60' Wide); thence North 84 degrees 49 minutes 39 seconds East 365.61 feet with the northerly line of said Road to an iron stake (found) at the end of said Road; thence South 06 degrees 10 minutes 57 seconds East 60.00 feet with the end of said Road to an iron stake (found) in the westerly line of the J.T. Shannon Lumber Co., Inc. Tract, said stake being the True Point of beginning for the herein described Tract: thence South 85 degrees 02 minutes 39 seconds West 363.25 feet with the southerly line of said Road to an iron stake (found) at the northeast corner of the City of Horn Lake Tract; thence South 04 degrees 45 minutes 02 seconds East 375.94 feet along the easterly line of said City Tract to an iron stake (found) at the northwest corner of Tract No. 2; thence North 85 degrees 14 minutes 28 seconds East 372.68 feet along an existing fence line to an iron stake (found) at the northeast corner of Tract No. 2 in the westerly line of the J.T. Shannon Lumber Co., Inc. Tract; thence North 06 degrees 10 minutes 57 seconds West 377.31 feet along the westerly line of said Lumber Co. Tract to the point of beginning containing 3.1810, more or less (138,564.36 square feet), acres of land. Also subject to a 60.00 foot Ingress-Egress easement beginning at the northeast corner of Tract No. 1; thence South 85 degrees 02 minutes 39 seconds West 60.00 feet to a point; thence South 06 degrees 10 minutes 57 seconds East 377.31 feet to a point; thence North 85 degrees 14 minutes 28 seconds East 60.00 feet to a point; thence North 06 degrees 10 minutes 57 seconds West 377.31 feet to the point of beginning containing 0.52, more or less (22,629 square feet), acres of land.

Description based on the "As Built" Final Survey of Smith Engineering and Surveying, Incorporated, Southaven, Mississippi dated February 3, 1995.

This conveyance is made in trust, however, to secure the payment by the party of the first part to CANT PRODUCTS, INC., or the holder of the note hereinafter mentioned, in the sum of Two Hundred Twenty Four Thousand and no/100 Dollars (\$224,000.00) evidenced by one promissory note of even date herewith in the principal amount of Two Hundred Twenty Four Thousand and no/100 Dollars (\$244,000.00) executed by the party of the first part herein, payable to the order of Cant Products, Inc. at such place as the holder may direct in writing, bearing interest at the rate of nine percent (9.0%) per annum from date, each unpaid installment of principal and interest to bear interest at the rate of nine percent (9.0%) per annum after maturity.

Said principal and interest are payable in installments in the following manner, to-wit: Two Thousand Two Hundred Seventy One and 96/100 Dollars (\$2,271.96) on the 7th day of April, 1995, and a like amount on the 7th day of each and every month thereafter and to and including the 7th day of February, 2000, and on the 7th day of March, 2000, the balance of said principal sum and interest thereon, which said monthly payments shall be applied monthly to the payment of interest on the balance of the unpaid principal at the rate of nine percent (9.0%) per annum and any amount remaining after payment of said interest shall be applied monthly to the payment of interest on the balance of the unpaid principal at the rate of nine percent (9.0%) per annum and any amount remaining after payment of said interest shall be applied in reduction of said unpaid part of the principal of the note. The party of the first part may prepay said note, without penalty, as stated in said note.

The party of the first part and the party of the third part each has the option of refinancing the balance of principal and interest on the fifth anniversary of this note. If either party elects to exercise its option, the principal and any accrued but unpaid interest shall be extended for a second five year term with interest at one percent (1.0%) above the prime rate as published in the Wall Street Journal on said anniversary date or the closest date on which said newspaper is published. The note also provides for a second refinancing for a third five year term.

This deed of trust shall also secure the repayment of any sums which the party of the third part, or the holder hereof, may advance to take care of taxes, insurance, or other encumbrances on the above described real estate, or any part thereof.

The party of the first part agrees to keep all of the taxes and special assessments on the above described land paid, and if he fails so to do, the holder or holders of the above described notes may pay said taxes and assessments and the amounts so paid, with interest at the rate of nine percent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness security hereby.

The party of the first part agrees to keep the improvements on said property in a good state of repair, and to insure the same against loss by fire and tornado in some responsible insurance company approved by the party of the third part, or his assigns, for the insurable value thereof, with a regulation mortgagee's subrogation clause attached to each policy making said insurance payable in case of loss to the party of the third part as his interest may appear, and to deliver the policy or policies and renewal receipts therefore to said party of the third part. In case of the failure of the party of the first part to keep said buildings so insured, the party of the third part, or his assigns, may effect such insurance and the amount so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

NOW, THEREFORE, if the party of the first part shall pay all of the indebtedness secured hereby this conveyance shall be null and void and shall be released at its expense, but if said party of the first part shall fail to pay said notes, or any of them, or any part thereof, or the interest thereon, when due, or shall fail to pay the taxes and special assessments on said property prior to the date of sale thereof for delinquent taxes, or shall fail to pay all items due on account of insurance as provided herein, then all of the indebtedness secured hereby shall, at the option of the holder or holders of said notes, become due and payable, and the party of the first part hereby authorizes and fully empowers said trustee, or any successor in trust, upon any such default to proceed to sell the property hereinabove described to pay the amount then due hereunder. The sale of said real estate shall be made at the front door of any Court house in the

County where any of said real estate is situated at the time of the sale, within legal hours, at public outcry to the highest bidder for cash, after the acting trustee has given notice of the time, place and terms of said sale according to the laws of the State of Mississippi governing sales of lands under trust deeds in force at the time the publication of said notice is begun. The acting trustee may sell said property without taking possession of the same, and is authorized to appoint an agent and auctioneer to make such sale in his absence, which sale shall be as valid as if made by said trustee.

From the proceeds of said sale the acting trustee shall first pay the cost of executing this trust, including a reasonable fee for himself and his attorney; then he shall pay any sums advanced by the party of the third part on account of taxes or insurance on said property; then he shall pay any balance of principal and interest which shall be due on the indebtedness secured hereby; and if any balance then remains in his hands he shall pay the same to the party of the first part, his heirs or assigns.

The party of the third part, or any holder of the above described notes, may at any time appoint another Trustee in the place and stead of the party of the second part, or any successor or successors in trust.

If more than one person joins in this instrument as party of the first part, it is agreed that whenever the words "party of the first part" occur they are to read as if written "parties of the first part."

Witness the signature of the party of the first part, on this the 9th day of March, 1995.

GROUND SUPPORT SPECIALISTS, L.L.C.

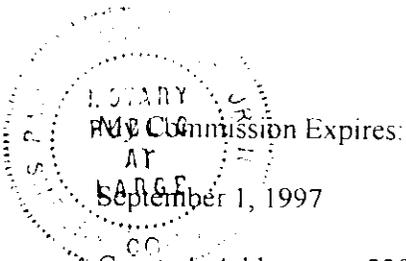
By: *Rudy W. Yates*
Rudy W. Yates, Chief Manager

STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned notary public, in for the State and County aforesaid, the within named Rudy W. Yates, Chief Manager and a member of Ground Support Specialist, L.L.C., a Tennessee Limited Liability Company, who acknowledged that he as the Chief Manager and as a member of said Limited Liability Company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by the Limited Liability Company so to do.

Done this 9th day of March, 1995.

Paul J. McClure, Jr.
Notary Public



Grantor's Address: 2205 Cole Road
Horn Lake, MS 38637
NA

Grantee's Address: 556 N. Saginaw
Pontiac, Michigan 48342
W. (910) 335-9454

This Instrument Prepared By: *and return to*
Paul J. McClure, Jr.
Attorney at Law
Suite 2214, Clark Tower
5100 Poplar Avenue
Memphis, TN 38137
(901) 761-3340