

This Instrument Prepared By
And Please Return To:
Rutledge Investment Company
5160 Sanderlin, Suite One
Memphis, Tennessee 37117

 4/25/07 11:09:28
BK 2,704 PG 690
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

**COLLATERAL ASSIGNMENT OF PROMISSORY NOTE
AND DEED OF TRUST/MORTGAGE**

This Deed of Trust has been executed in duplicate
for simultaneous recording in Desoto and Tunica Counties,
Mississippi and shall constitute one instrument.

THIS ASSIGNMENT made this 5th day of April, 2007, by Rutledge Investment Company a Tennessee corporation (hereinafter referred to as "Assignor") to First National Bank of Clarksdale, Clarksdale, Mississippi (hereinafter referred to as "Bank").

WITNESSETH:

FOR AND in consideration of the extension of credit to the Assignor by the Bank which is evidenced by a promissory note of even date herewith in the aggregate principal sum of Two Hundred Thirty Thousand and 00/100 Dollars (\$230,000.00) including any extensions, increased, or renewals thereof (hereinafter referred to as "Indebtedness"), Assignor hereby assigns, pledges, and transfers to Bank all its right, title and interest in and to that certain Promissory Note of even date herewith (the "Note"), and a certain Deed of Trust and Security Agreement/Mortgage dated April 5th, 2007 and executed by Thomas E. Swindoll, Sr., Frances Eloise Swindoll, Thomas E. Swindoll, Jr., Deniese M. Swindoll, William Jennings Swindoll and Ginny Gordon Swindoll, securing the same covering real property located and situated in Desoto and Tunica Counties, Mississippi, which Deed of Trust and Security Agreement/Mortgage is duly recorded in the Clerk's Office of Desoto County, Mississippi, in Deed Book 2699, Page 19 and in Tunica County, Mississippi in Book 212, Page 400. The Note and Deed of Trust and Security Agreement/Mortgage assigned hereby are hereinafter collectively referred to as "Collateral".

This Assignment shall remain in full force and effect as collateral security for the Indebtedness to Bank until the same shall be released in writing by the Bank.

This Assignment is made on the following terms, covenants, and conditions:

1. So long as there shall remain any outstanding part of the Indebtedness, Bank shall possess all rights and privileges of a Secured Party under that Uniform Commercial Code of the State of Tennessee, as set forth in T.C.A. Section 47-9-101, et seq., as amended from time to time, and all obligations incident thereto, and Assignor does hereby grant to Bank a perfected first lien security interest in and to the Collateral including, but not limited to, all proceeds from the sale, transfer, negotiation or other disposition thereof.
2. Upon or at any time after and during continuance of a default in the payment or performance of any part of the Indebtedness, or in any obligations or liabilities of Assignor to Bank including, without limitation, the obligations secured hereby, Bank, without in any way waiving such default, may at

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- its option and upon five (5) days notice to Assignor and without regard to the adequacy of the collateral, either in person or by agent, with or without bringing any action or proceeding, sell the Collateral at public or private sale, and from the proceeds of sale pay Assignor's Indebtedness in full, together with costs and expenses of the sale, including reasonable attorney's fees.
3. Bank may take other security for the payment of the Indebtedness secured hereby and may release any party primarily or secondarily liable thereof, and may apply any other security held by it to the satisfaction of the Indebtedness secured hereby without prejudice to any of its rights under this Assignment.
 4. Nothing contained in this Assignment, or done, or omitted by Bank, pursuant to the powers and rights granted hereunder, shall be deemed to be a waiver by Bank of its rights and remedies under any Note or Agreement and this Assignment is made and accepted without prejudice to any of the rights or remedies possessed by Bank under the terms of any Note and Agreement or any other instrument evidencing or securing any indebtedness, (including the Indebtedness) together with interest, secured hereby, and to enforce any other security held therefor by it, may be exercised by Bank either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

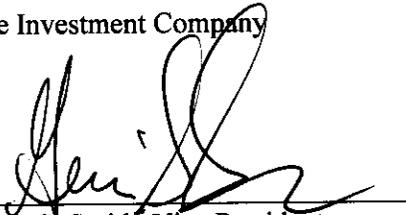
If any term or provision of this Assignment or any application hereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Assignment or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected hereby, and each term and provision of this Assignment shall be valid and be enforced to the fullest extent permitted by law.

This Assignment, together with the terms, covenants and conditions contained herein, shall inure to the benefit of the Bank, and any subsequent holder of any Note secured hereby, and shall be binding upon the Assignor, his representatives, successors and assigns.

This Assignment is to be construed in accordance with the laws of the State of Tennessee, except as to those provisions which are governed by applicable Federal Law relating to national banks.

IN WITNESS WHEREOF, the undersigned have executed this Assignment this 5th day of April, 2007.

Rutledge Investment Company

BY: 

Gwin S. Smith, Vice President

STATE OF TENNESSEE

COUNTY OF SHELBY

Personally appeared before me, Brenda Wicker, a notary Public, in the State and county aforesaid, Gwin S. Smith and with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Vice President of Rutledge Investment Company, the within named bargainer, and that as such signed and delivered the foregoing instrument for the purposes therein contained by signing and attesting the name of the Corporation by himself as such Vice President.

IN WITNESS WHEREOF, I have set my hand and official seal, this 5th day of April, 2007.

Brenda Wicker
Notary Public

My Commission Expires:

**MY COMMISSION EXPIRES:
March 4, 2009**

