

315- **First Alabama Bank**

**ASSIGNMENT**

In consideration of a loan this day and/or the renewal of a loan or loans heretofore made to the undersigned by the FIRST ALABAMA BANK OF Shelby County, (hereinafter called Bank) and/or the release of security heretofore pledged to secure the said indebtedness, and the undersigned does hereby will, assign, transfer, and set over unto the Bank the indebtedness now due, or that may hereafter become due to the undersigned by:

Jack's Hamburgers, Columbiana No. 81

This is the first and only outstanding assignment of the above described indebtedness.

The undersigned hereby authorizes and empowers the said Bank to receive and receipt for the amount, or amounts due or to become due to the undersigned under said agreement or contract, and any check or checks issued in payment thereof, and as Agent or Attorney in Fact of the undersigned to endorse any such checks in the name of the undersigned and to collect the same, and to give full receipt and acquittance therefor.

Without limiting the rights and powers conferred on the said Bank in the note so executed by the undersigned to the said Bank, the undersigned agrees that if, as, and when collections may be made by the undersigned of any part of the indebtedness so assigned as collateral security as aforesaid, the undersigned will forthwith pay the said Bank all amounts so collected by it from time to time, without any deductions therefrom on any account whatsoever, and without co-mingling the same with its own funds.

In the event of the payment in full of all indebtedness to the said Bank, then this assignment shall become null and void; otherwise, the same shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has hereunto set its signature, by \_\_\_\_\_

Columbiana Properties, Limited, on the 1st day of May, 1987.

[Signature] L.S. [Signature] L.S.  
[Signature] L.S. [Signature] L.S.

This assignment is accepted, and payments under the assigned contract will be made jointly to Columbiana Properties, Limited, and the FIRST ALABAMA BANK OF Shelby County

Payments to be mailed to the FIRST ALABAMA BANK OF Shelby County

Date: May 1, 1987

Accepted by: \_\_\_\_\_

Please return one signed copy of this assignment to FIRST ALABAMA BANK OF Shelby County

FIRST ALABAMA BANK  
OF Shelby County

ALABAMA.

BOOK 128 PAGE 840

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1987 MAY -5 PM 1:21

Rec 250  
Fid 100  
350

Thomas A. Shavelson  
JUDGE OF PROBATE

First Ala Bank  
637