


This Instrument Prepared By:
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20060803000373870 1/4 \$20.00
Shelby Cnty Judge of Probate, AL
08/03/2006 08:42:21AM FILED/CERT

COLLATERAL ASSIGNMENT OF LEASES AND RENTS BY LESSOR

STATE OF ALABAMA)
)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS that **THE SAFEHOUSE OF SHELBY COUNTY, INC., AN ALABAMA NON-PROFIT CORPORATION** (hereinafter called the Assignor), in consideration of One and No/00 (\$1.00) Dollar paid by **REGIONS BANK** (hereinafter called Assignee) and to induce the Assignee to make a loan to Assignor does hereby assign unto the Assignee the following leases:

Any and all leases, be they verbal or written, by and between Assignor as Lessor and any individual or entity as Lessee on or concerning the property described on Exhibit A attached hereto and incorporated herein by this reference, together with any and all options to purchase, modifications, extensions, and renewals thereof and together with all rights to the possession thereof.

Also, together with any and all other leases now existing or hereafter made during the term of this assignment for the whole or any part of the above-described leased premises, and any modification, extension or renewal thereof.

1. Assignment. This Assignment is given as additional security to secure the Assignor's performance of certain agreements to the Assignee. It is expressly understood and agreed by the Assignor and the Assignee hereof that said Assignor reserves and is entitled to the possession of said leased premises and to retain, use, and enjoy the same unless and until the Assignor defaults in the performance of the terms and conditions of its agreements to the Assignee.

In the Event of Default by the Assignor in the performance of any of the terms and conditions of said Agreement with the Assignee, or this Assignment, the Assignor hereby authorizes the Assignee, at its option, to enter and take possession of the leased premises and to exercise all of the rights and privileges of the Assignor under the terms of the lease assigned. If the Assignee shall exercise such option and the Assignor shall thereafter remedy such default, of which fact judgment of the Assignee shall be conclusive, the Assignor and Assignee shall be restored to their respective rights and estates as if no default had occurred. Said option may be exercised by said Assignee as often as any such default occurs, and a failure to exercise said option shall not impair the future rights of the Assignee hereunder. Upon payment in full of all indebtedness secured hereby, as evidenced by the records of the Assignee, the assignment shall be null, void, and of no effect.

2. Warranty. Assignor warrants that title to all property is in Assignor; that Assignor has the right to make this Assignment; that full title and right to receive all rents and other sums due or to become due under the leases are vested in Assignee by this Assignment; and that the rental property and rental payments and other sums are free from liens, encumbrances, claims, and set-offs of every kind whatsoever.

3. Power of Attorney. Assignor appoints Assignee its true, lawful, and irrevocable attorney to demand, receive, and enforce payment, to give receipts, releases, and satisfactions, and to sue, either in the name of Assignor or in the name of Assignee, for all rents and sums payable under the lease agreements.


4. Consent. Assignor consents that, without further notice and without releasing the liability of Assignor, Assignee may, at Assignee's discretion, give grace or indulgence in the collection of all rents and sums due or to become due under the lease agreements and grant extensions of time for the payment of the same before, at, or after maturity.

5. Obligations of Assignor. Assignee does not assume any of the Lessor's obligations under the lease agreements, and Assignor agrees: (a) to keep and perform all obligations of the Lessor under the lease agreements and to save Assignee harmless from the consequences of any failure to do so; and (b) to preserve the property subject to the lease agreements free and clear of liens and encumbrances, except to or with the consent of Assignee.

6. Notice of Assignment. Assignor agrees that Assignor will not assign any other interest in the lease or lease agreements; that notice of this Assignment may be given to at any time at Assignee's option; and that, in the event any payment under the lease agreements are made to Assignor, Assignor will promptly transmit such payment to Assignee in the same form as it is received by Assignor except that Assignor will endorse instruments which are payable to Assignor.

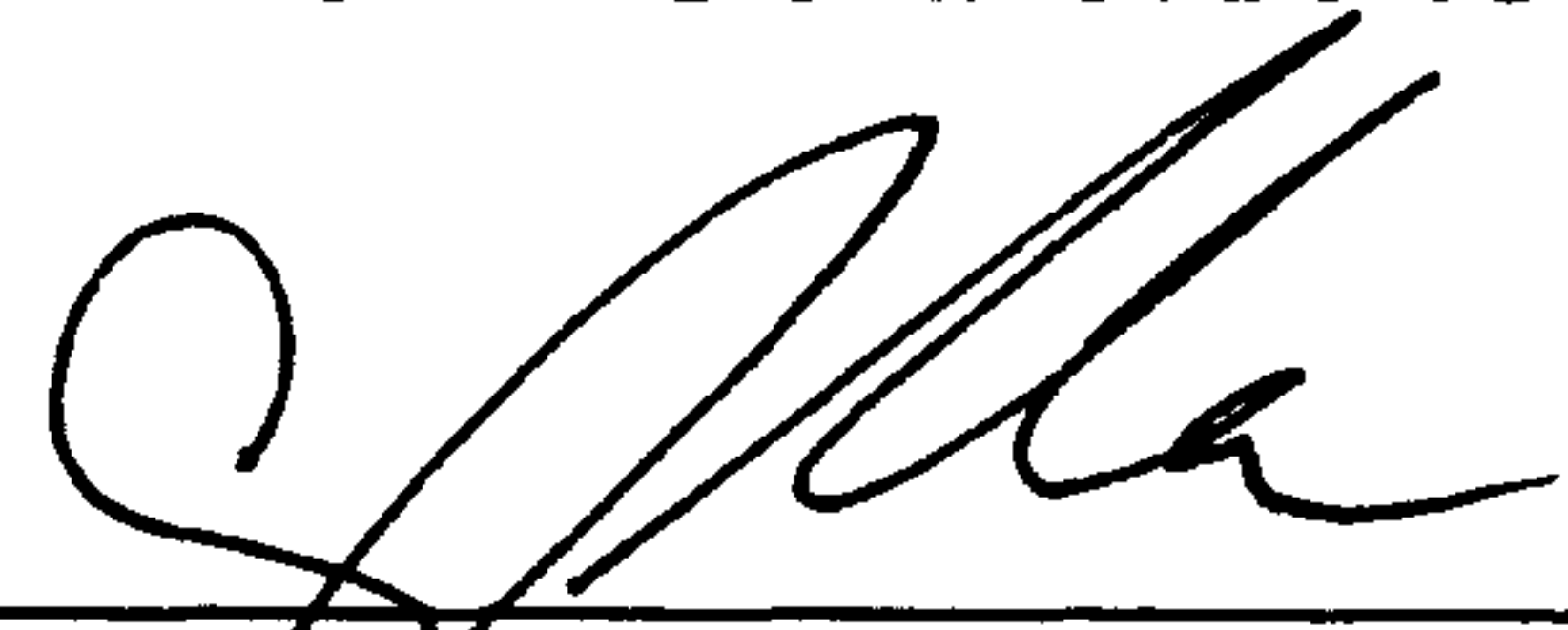
7. Duration. This Assignment is irrevocable and shall remain in full force and effect until and unless there is payment in full of all obligations secured by it or it is released by Assignee.

8. Arbitration. **DUE TO THE HIGH COST AND TIME INVOLVED IN COMMERCIAL LITIGATION BEFORE A JURY, BORROWER WAIVES ALL RIGHT TO A JURY TRIAL ON ALL ISSUES IN ANY ACTION OR PROCEEDING RELATED HERETO OR TO THE TRANSACTIONS EVIDENCED HEREBY OR TO ANY DOCUMENTS EXECUTED IN CONNECTION HERewith, AND NO ATTEMPT SHALL BE MADE TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY SUCH ACTION OR PROCEEDING WITH ANY OTHER ACTION OR PROCEEDING IN WHICH THERE IS A TRIAL BY JURY OR IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.**



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WITNESS its hand and seal this 26 day of July, 2006.

THE SAFEHOUSE OF SHELBY COUNTY, INC.
AN ALABAMA NON-PROFIT CORPORATION

By: 
Craig Mason, President

ATTEST:


Toni Herrera Bast, Secretary


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STATE OF ALABAMA)
)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County and State hereby certify that Craig Mason, whose name is signed to the foregoing instrument as President of **THE SAFEHOUSE OF SHELBY COUNTY, INC., AN ALABAMA NON-PROFIT CORPORATION**, and who is known to me, acknowledged before me, on this day, that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date as the act of said **CORPORATION**.

Given under my hand and seal this 26 day of July, 2006.


Notary Public
My commission expires: 5/21/07

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County and State hereby certify that Toni Herrera Bast, whose name is signed to the foregoing instrument as Secretary of **THE SAFEHOUSE OF SHELBY COUNTY, INC., AN ALABAMA NON-PROFIT CORPORATION**, and who is known to me, acknowledged before me, on this day, that, being informed of the contents of said instrument, she, as such officer and with full authority, executed the same voluntarily on the day the same bears date as the act of said **CORPORATION**.

Given under my hand and seal this 26 day of July, 2006.


Notary Public
My commission expires: 5/21/07



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Exhibit A

Parcel 1:

That part of the Southeast quarter of the Northwest quarter of Section 27, Township 21 South, Range 1 West, situated in Shelby County, Alabama, more particularly described as follows:

Commence at the Southwest corner of said quarter-quarter section and run Northerly along the West line of said quarter-quarter section for a distance of 449.25 feet to the POINT OF BEGINNING; thence turn an interior angle right of 180 degrees 00 minutes 00 seconds and continue running Northerly along said line for a distance of 440.92 feet; thence turn an interior angle left of 89 degrees 58 minutes 39 seconds and run in an Easterly direction for 537.01 feet; thence turn an interior angle left of 94 degrees 34 minutes 48 seconds and run in a Southerly direction for a distance of 442.34 feet; thence turn an interior angle left of 85 degrees 25 minutes 12 seconds and run in a Westerly direction for a distance of 572.15 feet to the POINT OF BEGINNING. Said parcel contains 244,526 square feet or 5.61 acres more or less.

Also:

A non-exclusive easement for ingress and egress and installation of utilities being 25 feet in width, lying 12.5 feet on each side of the centerline over and across the following described real property, to-wit:

A parcel of land situated in the Southeast quarter of the Northwest quarter of Section 27, Township 21 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the Southeast quarter of the Northwest quarter of said Section 27; thence run in a Northerly direction along the West line of said quarter-quarter Section line for a distance of 1336.27 feet to the Northwest corner of said quarter-quarter Section; thence leaving said West line of quarter-quarter Section turn an interior angle to the left of 158 degrees 39 minutes 52 seconds and run in a Northeasterly direction for a distance of 243.05 feet to a point being on the Southerly right of way of Alabama Highway No. 70 (R.O.W. 100'), thence turn an interior angle to the left of 90 degrees 00 minutes 46 seconds and run in a Southeasterly direction along said right of way for a distance of 214.02 feet to the POINT OF BEGINNING of a centerline of a 25 foot Ingress / Egress easement lying 12.5 feet each side of, parallel to, and abutting said centerline; thence leaving said right of way turn an exterior angle to the left of 87 degrees 05 minutes 26 seconds and run in a Southwesterly direction for a distance of 101.30 feet; thence turn an exterior angle to the left of 216 degrees 16 minutes 49 seconds and run in a Southeasterly direction for a distance of 85.08 feet; thence turn an exterior angle to the left of 187 degrees 03 minutes 11 seconds and run in a Southeasterly direction for a distance of 296.10 feet; thence turn an exterior angle to the left of 191 degrees 30 minutes 14 seconds and run in a Southeasterly direction for a distance of 162.03 feet to the end of said easement.

PARCEL 2:

A tract of land situated in Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Southwest corner of said Section 13; thence run in an Easterly direction along the South line of said Section 13 for a distance of 1674.19 feet to a point; thence turn an angle to the left of 65 degrees, 01 minutes, 56 seconds and run in a Northeasterly direction for a distance of 133.85 feet to an iron pin set at the point of beginning; thence continue along last stated course for a distance of 155.44 feet to an iron pin set; thence turn an angle to the left of 5 degrees, 06 minutes, 29 seconds and run in a Northeasterly direction for a distance of 130.06 feet to an iron pin set; thence turn an angle to the left of 3 degrees, 19 minutes, 18 seconds and run in a Northeasterly direction for a distance of 100.29 feet to an iron pin set; thence turn an angle to the right of 7 degrees, 19 minutes, 57 seconds and run in a Northeasterly direction for a distance of 79.62 feet to an iron pin set; thence turn an angle to the right of 6 degrees, 11 minutes, 00 seconds and run in a Northeasterly direction for a distance of 82.07 feet to an iron pin set on the South right of way line of Plantation Pipe Line; thence turn an angle to the left of 114 degrees, 53 minutes, 36 seconds and run in a Westerly direction along the South line of said Plantation Pipe Line for a distance of 170.89 feet to an iron pin set; thence turn an angle to the left of 74 degrees, 25 minutes, 15 seconds and run in a Southwesterly direction for a distance of 554.82 feet to an iron pin set; thence turn an angle to the left of 110 degrees, 50 minutes, 16 seconds and run in an Easterly direction for a distance of 155.00 feet to the point of beginning. ALSO a 20 foot nonexclusive easement for ingress, egress and utilities with centerline being more particularly described as follows: Commence at the Southwest corner of said Section 13; thence run in an Easterly direction along the South line of said Section 13 for a distance of 1674.19 feet to a point; thence turn an angle to the left of 65 degrees, 01 minutes, 56 seconds and run in a Northeasterly direction for a distance of 133.85 feet to an iron pin set; thence turn an angle to the left of 115 degrees, 03 minutes, 57 seconds and run in a Westerly direction for a distance of 155.00 feet to an iron pin set; thence turn an angle to the right of 110 degrees, 50 minutes, 16 seconds and run in a Northeasterly direction for a distance of 554.82 feet to an iron pin set on the South right of way line of Plantation Pipe Line; thence turn an angle to the right of 74 degrees, 25 minutes, 15 seconds and run in an Easterly direction along the South line of said Plantation Pipe Line for a distance of 27.05 feet to a point on the centerline of an existing asphalt drive, said point being the point of beginning of an easement lying 10 feet either side of the following described centerline; thence turn an angle to the left of 79 degrees, 47 minutes, 05 seconds and run in a Northeasterly direction for a distance of 25.85 feet to a point; thence turn an angle to the right of 1 degree, 31 minutes, 37 seconds and run in a Northeasterly direction for a distance of 196.64 feet to a point; thence turn an angle to the left of 5 degrees, 35 minutes, 15 seconds and run in a Northeasterly direction for a distance of 44.25 feet to a point; thence turn an angle to the left of 37 degrees, 09 minutes, 46 seconds and run in a Northwesterly direction for a distance of 23.47 feet; thence turn an angle to the left of 51 degrees, 49 minutes, 15 seconds and run in a Northwesterly direction for a distance of 20.99 feet to a point; thence turn an angle to the left of 43 degrees, 24 minutes, 35 seconds and run in a Southwesterly direction for a distance of 31.30 feet to a point; thence turn an angle to the left of 10 degrees, 44 minutes, 33 seconds and run in a Southwesterly direction for a distance of 228.80 feet to the centerline of Martin Street and the end of said easement.

All being situated in Shelby County, Alabama.