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STATE OF ALABAMA

COUNTY OF SHELBY

ASSIGNMENT OF RENTS AND LEASES

THIS AGREEMENT made this 13th day of JUNE, 2008 by and between

HARPERSVILLE UNITED METHODIST CHURCH AND

(hereinafter referred to as "Assigner") and RED MOUNTAIN BANK (hereinafter referred to as "Assignee").

FOR VALUE RECEIVED and as additional security for the payment of any and all indebtedness owed by Assignor to Assignee including certain note in the amount of **ONE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$130,000.00)** executed by Assignor to the Assignee (the "Notes") and as additional security for the performance of all of the terms, conditions and obligations on the part of the Assignor contained in that certain Mortgage (the "Mortgage") covering the property described herein and securing said note, Assignor hereby transfers the rents, issues, profits, revenues, royalties, rights and benefits from the following described property, lying and being situated in **SHELBY** County, Alabama, to wit:

Lot 6, according to the Map and Survey of Farmingdale Estates, Sector 1, as recorded in Map Book 34, Page 48, in the Probate Office of Shelby County, Alabama

The Assignor hereby assigns and sets over unto the Assignee any and all leases now or hereafter existing covering said premises or any part thereof.

It is specifically agreed and understood that the terms "rents", "issues", "profits", "revenues", "royalties", "rights", and "benefits" hereinabove used specifically include all after-acquired leases of said premises hereinabove described and all other benefits acquired before of after the execution of this Assignment.

It is understood and agreed that Assignor may continue to collect said rents as they become due and that the Assignee will not make demand therefore nor collect the same unless and until there has been a default in any payment evidenced by the Note executed by Assignor to Assignee, or default in any of the covenants and agreements contained in the Mortgage or covenants and agreements contained herein or in any of the loan documents, following expiration of applicable cure period.

The Assignor hereby warrants and represents that Assignor is the owner of said leases and that said leases are free from any other pledge, assignment or lien and that the rent due thereunder is current and that no rents due in the future have been prepaid or

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anticipated and that Assignor will not permit the tenants under said leases to pay more

than one month's rent in advance unless approved by Assignee, nor permit the payment

of rent in any medium other that lawful money of the United States of America, nor

anticipate, discount, compromise, forgive, encumber, pledge, or assign the rents or any

part thereof or any lease or any interest therein and will not amend, alter, modify,

terminate or accept a surrender of any lease of said premises without the written consent

of the Assignee, its successors and assigns.

Assignor hereby authorizes the Assignee to give notice in writing of this Assignment and

of any default specified above at any time to any tenant under any or all said lease, and

does hereby direct any and all tenants under the aforesaid leases upon notice of default,

to pay such rents as are then or shall thereafter become due, to Assignee, its successors or

assigns. Assignor hereby authorizes and empowers Assignee to collect and give valid

receipt for all rents as they shall become due.

Assignor hereby authorizes and empowers Assignee upon any default by Assignor (and

after expiration of applicable cure periods) to collect the rents, issues, profits, revenues,

royalties, rights and benefits after the same shall become due, upon demand for payment

therefore by the Assignee, its successors and assigns.

Following written notice via U.S. mail to Assignor and expiration of a 14 day cure

period, violation of any of the covenants, representations and provisions contained

hereby the Assignor shall be deemed a default under the terms of said Note and

Mortgage.

The term of this Assignment shall terminate and this Assignment shall be and become

null and void upon payment in full to the Assignee of all indebtedness owed by Assignor

to Assignee pursuant to said Notes.

Nothing herein contained shall be construed as making the Assignee, its successors and

assigns, a mortgagee in possession or imposing the duties of the lessor unless, after

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security, the Assignee, at its option, should elect to assume the duties and privileges of

the lessor, nor shall the Assignee be liable for laches or failure to collect said rents,

issues, profits, revenues, royalties, rights and benefits and it is understood and agreed that

the Assignee is to account only for such actually collected by it.

The acceptance of this agreement by Assignee shall not be construed as a waiver by it of

any of its rights under the terms of the Note and the Mortgage, or of its right to enforce

payment of the indebtedness of aforementioned in strict accordance with the terms and

provisions of the Note and the Mortgage.

All covenants and agreements herein contained on the part of either party shall apply to

and bind their respective heirs, executors, administrators, personal representatives,

successors and assigns.

INWITNESS WHEREOF, the said Assignor has hereunto set its hand and seal this 13th

day of JUNE, 2008.

ASSIGNOR

HARPERSVILLE UNITED METHODIST CHURCH

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DONALD TATE

ITS: CHAIRMAN, BOARD OF TRUSTEES

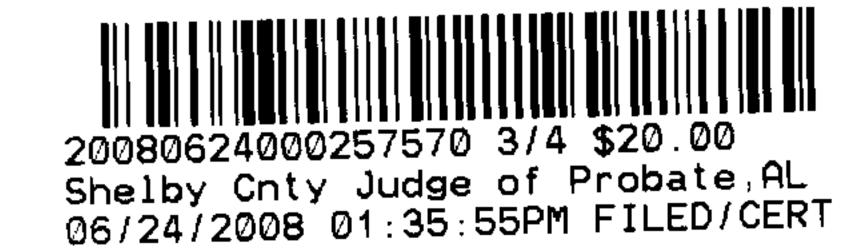
BY:

RUTH BROOKS

ITS: MEMBER, BOARD OF TRUSTEES

STATE OF ALABAMA COUNTY OF JEFFERSON

I, David P. Condon, a notary public in and for said county in said state, hereby certify that Donald Tate, as chairman of the Board of Trustees and Ruth Brooks, as member of the Board of Trustees whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such Chairman of the Board of Trustees and as member of the Board of Trustees and with full authority executed this mortgage voluntarily on the day the same bears date for and as the act of said Harpersville United



Methodist Church. Given under mythand and official seal of office this 13th day of Jane, 2008

NOTARY PUBLIC: David P. Condon Commission expires:02/12/10

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