

County Division Code: AL040
Inst. # 2019084287 Pages: 1 of 16
I certify this instrument filed on
8/15/2019 12:31 PM Doc: XFRL
Alan L. King, Judge of Probate
Jefferson County, AL. Rec: \$61.00
Clerk: SANDERSL

RECORDATION REQUESTED BY:

Bryant Bank
Cahaba Village
2700 Cahaba Village
Mountain Brook, AL 35243

WHEN RECORDED MAIL TO:

Bryant Bank
P.O. Office Box 2087
Birmingham, AL 35201

SEND TAX NOTICES TO:

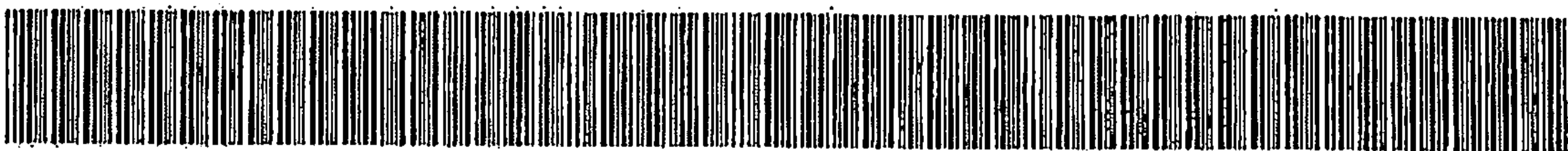
Duratus Portfolio LLC
3046 Arbor Bend
Hoover, AL 35244-0000



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Shelby Cnty Judge of Probate, AL
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SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

BRYANT BANK



*****%0115%08142019%*****

ASSIGNMENT OF RENTS

NOTICE: This Assignment is given as additional security for the indebtedness, which also is secured by a mortgage or other security instrument on which the recording tax in the full amount of the indebtedness has already been paid.

THIS ASSIGNMENT OF RENTS dated August 14, 2019, is made and executed between Duratus Portfolio LLC (referred to below as "Grantor") and Bryant Bank, whose address is 2700 Cahaba Village, Mountain Brook, AL 35243 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Jefferson/Shelby County, State of Alabama:

See Exhibit A, which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 42 Properties listed on Exhibit A

CROSS-COLLATERALIZATION. In addition to the Note, this Assignment secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF BORROWER AND GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

BORROWER'S WAIVERS AND RESPONSIBILITIES. Lender need not tell Borrower about any action or inaction Lender takes in connection with this Assignment. Borrower assumes the responsibility for being and keeping informed about the Property. Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Property, or any delay by Lender in realizing upon the Property. Borrower agrees to remain liable under the Note with Lender no matter what action Lender takes or fails to take under this Assignment.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

**ASSIGNMENT OF RENTS
(Continued)**

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GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Alabama and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note, or the maximum rate permitted by law, whichever is less, from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Borrower fails to make any payment when due under the indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Borrower, any guarantor or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's, any guarantor's or Grantor's property or ability to perform their respective obligations under this Assignment or any of the Related Documents.



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ASSIGNMENT OF RENTS (Continued)

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False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Borrower's or Grantor's existence as a going business or the death of any member, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Borrower would be required to pay.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Arbitration. Borrower and Grantor and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Assignment or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Property, including any claim to rescind, reform, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no



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**ASSIGNMENT OF RENTS
(Continued)**

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arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Assignment shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Alabama.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Jefferson County, State of Alabama.

Joint and Several Liability. All obligations of Borrower and Grantor under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Assignment. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Assignment.

Merger. There shall be no merger of the interest or estate created by this Assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Alabama as to all indebtedness secured by this Assignment.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means Duratus Portfolio LLC and John Michael McGraw.

Default. The word "Default" means the Default set forth in this Assignment in the section titled "Default".



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**ASSIGNMENT OF RENTS
(Continued)**

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Event of Default. The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means Duratus Portfolio LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Assignment.

Lender. The word "Lender" means Bryant Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated August 14, 2019, in the original principal amount of \$1,912,500.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON AUGUST 14, 2019.

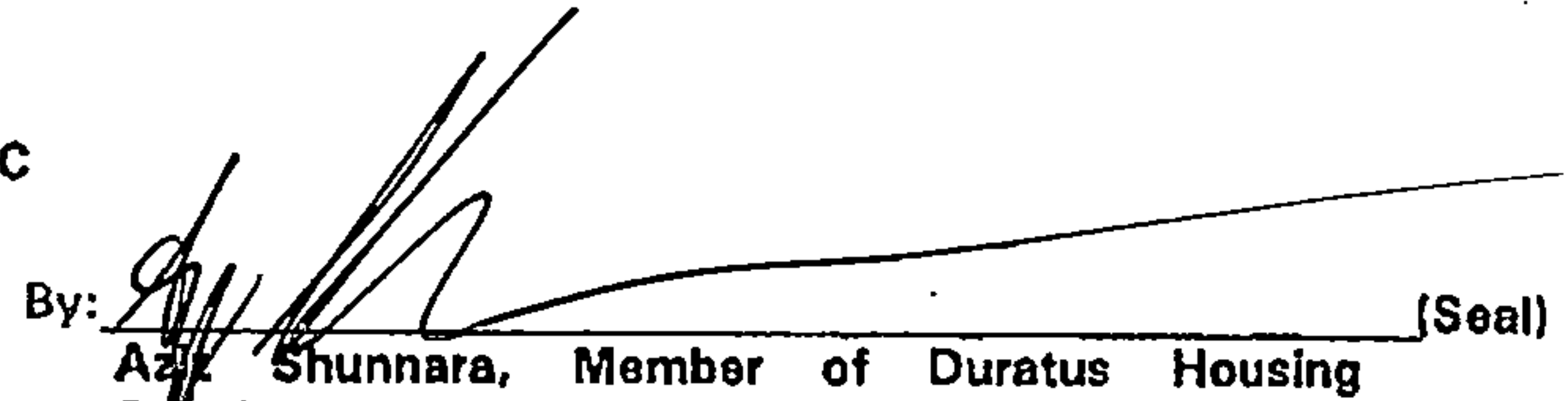
THIS ASSIGNMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS ASSIGNMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

DURATUS PORTFOLIO LLC


DURATUS HOUSING SOLUTIONS LLC, Member of Duratus Portfolio LLC

By:  (Seal)
Maura McGraw, Member of Duratus Housing
Solutions LLC

By:  (Seal)
Aze Shunnara, Member of Duratus Housing
Solutions LLC

1 BRICK LLC, Member of Duratus Portfolio LLC

By:  (Seal)
Danny Gonzalez, Member of 1 Brick LLC


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This ASSIGNMENT OF RENTS prepared by:

Name: Mary Hudson
Address: 2700 Cahaba Village
City, State, ZIP: Mountain Brook, AL 35243

ASSIGNMENT OF RENTS
(Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ALABAMA)
) SS
COUNTY OF ST. CLAIR)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Maura McGraw, Member of Duratus Housing Solutions LLC, Member of Duratus Portfolio LLC; Aziz Shunnara, Member of Duratus Housing Solutions LLC, Member of Duratus Portfolio LLC; and Danny Gonzalez, Member of 1 Brick LLC, Member of Duratus Portfolio LLC, a limited liability company, are signed to the foregoing Assignment and who are known to me, acknowledged before me on this day that, being informed of the contents of said Assignment, they, as such members and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 14 day of AUGUST, 2019.

Marye Gossett
Notary Public

My commission expires 9.14.20

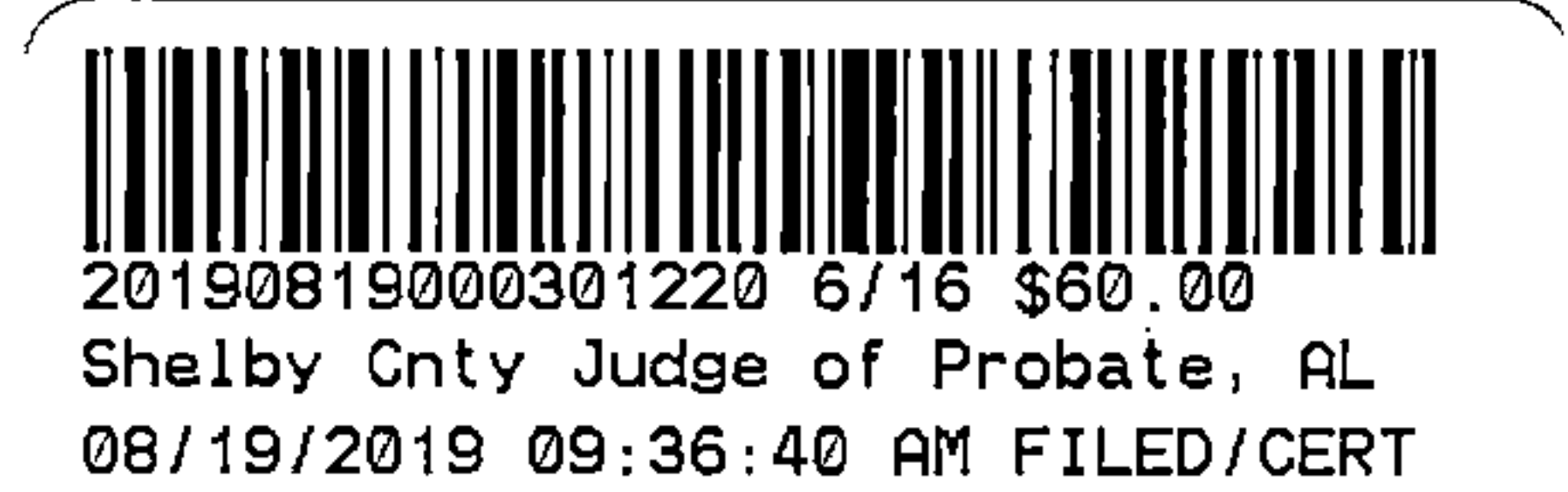
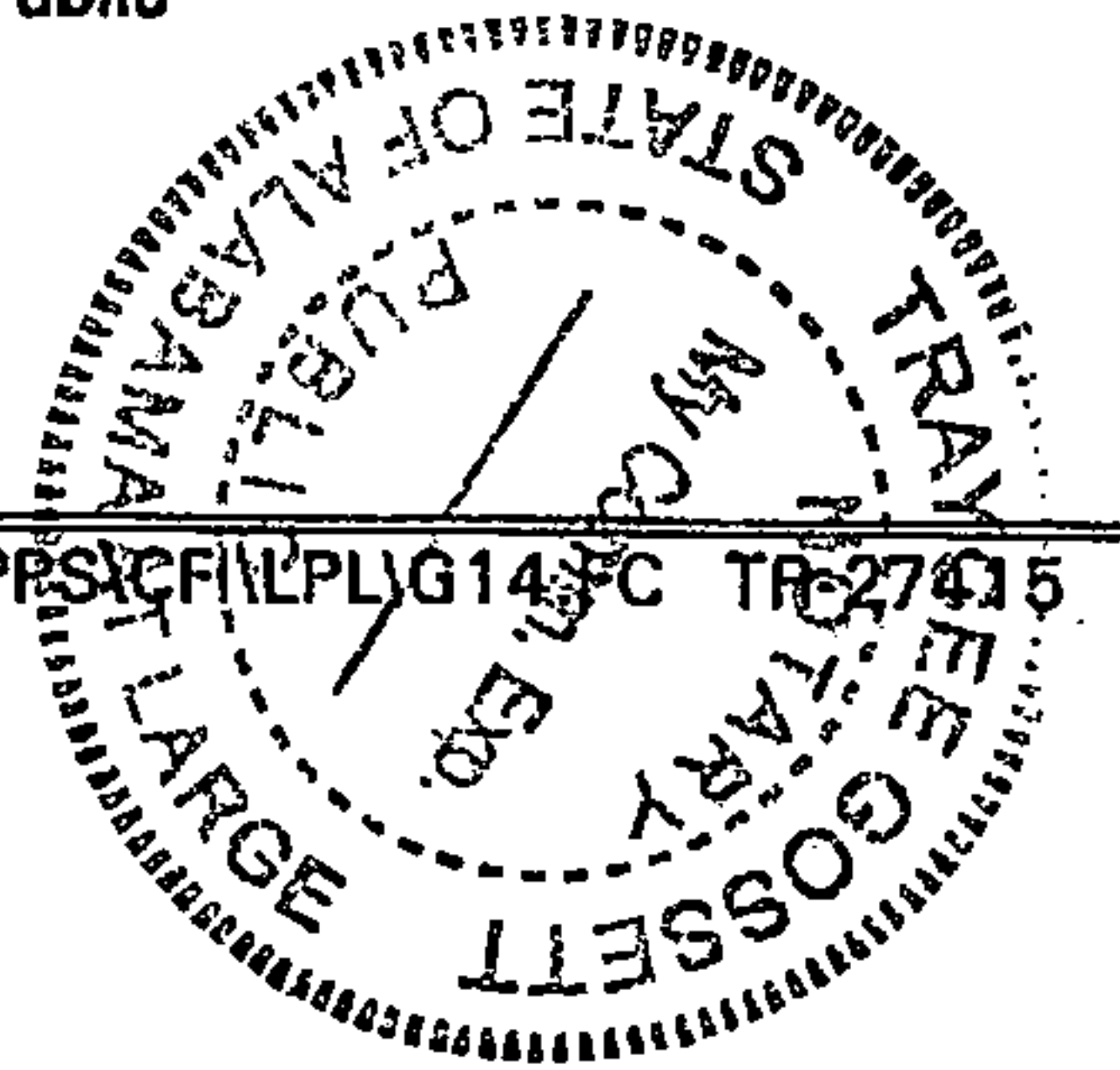


Exhibit A

LEGAL DESCRIPTION

Parcel 1

Property Address: 1414 Applegate Drive, Alabaster, AL 35007

Lot 20, according to the Resurvey of Lots 1 through 64, 69 through 104, and A through C of Applegate Manor, as recorded in Map Book 10, Page 25, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama; together with all of the rights, privileges, easements and appurtenant ownership interest in and to premises previously conveyed by Applegate Realty, Inc. to the Applegate Townhouse Association, Inc. by deed recorded in Probate Office of Shelby County, Alabama, in Real 065, Page 201, and as more fully defined in the Declaration of Covenants, Conditions and Restrictions of Applegate Townhouse recorded in the Probate Office of Shelby County, Alabama, in Real 63, Page 634.

Parcel 2

Property Address: 4865 Pyne Drive, Bessemer, AL 35022

Begin at the Northeast corner of the Southwest Quarter of the Northwest Quarter of Section 24, Township 19 South, Range 4 West and run southerly along the easterly boundary line of said Quarter-Quarter Section a distance of 139.95 feet to a point; thence turn an angle of 49° 24' to the right and run southwesterly a distance of 315.78 feet to the point of beginning of the tract of land herein described. From the point of beginning continue the last described course a distance of 100 feet to a point; thence turn an angle of 90° to the left and run southeasterly a distance of 190 feet to a point; thence turn an angle of 90° to the left and run northeasterly a distance of 100 feet to a point; thence turn an angle of 80° to the left and run a distance of 190 feet to the point of beginning.

Less and except any portion of subject property lying within a road right of way.

Parcel 3

Property Address: 316 18th Court NW, Center Point, AL 35215

Part 1

Lot 5, according to the Amended Map of Trammell & Yarborough, First Addition to Center Point, as recorded in Map Book 43, Page 3, in the Probate Office of Jefferson County, Alabama.



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Exhibit A - continued

Part 2

Beginning at a point on the West line of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 18, Township 16 South, Range 1 West, Jefferson County, Alabama, which point is 795 feet South of the NW corner of said $\frac{1}{4}$ $\frac{1}{4}$ section; thence run South along the West line of said $\frac{1}{4}$ $\frac{1}{4}$ section 135 feet; thence run East and parallel with the North line of said $\frac{1}{4}$ $\frac{1}{4}$ section for 205 feet to the point of beginning of the property described herein; thence continue East along the last described course for 95.0 feet; thence run North and parallel with the West line of said $\frac{1}{4}$ $\frac{1}{4}$ section 135 feet; thence run West and parallel with the North line of said $\frac{1}{4}$ $\frac{1}{4}$ section for 95.0 feet; thence run South and parallel with the West line of said $\frac{1}{4}$ $\frac{1}{4}$ section for 135 feet to the point of beginning.

Parcel 4

Property Address: 2721 7th Place NE, Center Point, AL 35215

Lot 3, according to the Survey of Center Crest Park, as recorded in Map Book 92, Page 35, in the Probate Office of Jefferson County, Alabama.

Parcel 5

Property Address: 5075 Abbey Lane, Birmingham, AL 35215

Lot 2, Block 2, according to the Survey of Highland Meadows, Second Sector, as recorded in Map Book 181, Page 58, in the Probate Office of Jefferson County, Alabama.

Parcel 6

Property Address: 2822 Arrowhead Circle NE, Birmingham, AL 35215

Lot 20, Block 8, according to the Survey of Arrowhead, Fourth Sector, as recorded in Map Book 93, Page 51, in the Probate Office of Jefferson County, Alabama.

Parcel 7

Property Address: 728 Country View Court, Birmingham, AL 35215

Lot 6, Block 5, according to the Survey of Arrowhead, Second Sector, as recorded in Map Book 90, Page 54, in the Probate Office of Jefferson County, Alabama.



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Exhibit A - continued

Parcel 8

Property Address: 736 Country View Court NE, Birmingham, AL 35215

Lot 8, Block 5, according to the Survey of Arrowhead, Second Sector, as recorded in Map Book 90, Page 54, in the Probate Office of Jefferson County, Alabama.

Parcel 9

Property Address: 241 Meadowdale Avenue, Birmingham, AL 35215

Lot 5, Block 3, according to the Survey of Meadowdale Estates, as recorded in Map Book 40, Page 97, in the Probate Office of Jefferson County, Alabama.

Parcel 10

Property Address: 1224 Rose Lynn Lane, Center Point, AL 35215

Lot 24, according to the Survey of Lynn Acres, as recorded in Map Book 45, Page 51, in the Probate Office of Jefferson County, Alabama.

Parcel 11

Property Address: 932 Sunset Drive, Center Point, AL 35215

Lot 3, Block 6, according to the Survey of Meadowbrook Estates, as recorded in Map Book 34, Page 6, in the Probate Office of Jefferson County, Alabama.

Parcel 12

Property Address: 937 Sunset Drive, Center Point, AL 35215

Lot 4, Block 7, according to the Survey of Meadowbrook Estates, as recorded in Map Book 34, Page 6, in the Probate Office of Jefferson County, Alabama.

Parcel 13

Property Address: 3204 Sweeney Hollow Road, Center Point, AL 35215

That part of the SE ¼ of the SE ¼ of Section 31, Township 15, Range 1 West, situated in Jefferson County, Alabama, more particularly described as follows:



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Exhibit A - continued

Begin at the Southwest corner of said $\frac{1}{4}$ $\frac{1}{4}$ section and run East along the South line thereof 744.9 feet, more or less, to the Southwest corner of the tract described in deed to Joseph E. Davis and wife, Gertrude Davis, recorded in Volume 6217, Page 184, in the Probate Office of Jefferson County, Alabama; thence turn an angle of $66^{\circ}23'$ to the left and run Northerly along the Westerly line of said Davis tract 334 feet; thence turn an angle of $14^{\circ}36'$ to the right and continue Northerly along the Westerly line of said Davis tract 213.70 feet, more or less, to a point on the Southerly line of the Sweeney Hollow Road, this being the point of beginning of tract of land herein described; thence turn an angle of 180° and run along last described call in a Southwesterly direction 100 feet; run thence in a Northwesterly direction along a line parallel with the Southerly line of said road for a distance of 150 feet; run thence in a Northeasterly direction along a line parallel with the Easterly line of the property described herein for a distance of 100 feet, more or less, to intersection with Southerly line of said road; run thence in a Southeasterly direction along the Southerly line of said road 150 feet, more or less, to the point of beginning. Situated in Jefferson County, Alabama.

Parcel 14

Property Address: 229 Tucker Avenue, Center Point, AL 35215

Lot 8, Block 2, according to the Survey of Meadowdale Estates, as recorded in Map Book 40, Page 97, in the Probate Office of Jefferson County, Alabama.

Parcel 15

Property Address: 233 Tucker Avenue, Center Point, AL 35215

Lot 7, Block 2, according to the Survey of Meadowdale Estates, as recorded in Map Book 40, Page 97, in the Probate Office of Jefferson County, Alabama.

Parcel 16

Property Address: 2536 2nd Place NW, Center Point, AL 35215

Lot 35, according to the Survey of Amended Map Valley View Estates Second Sec., as recorded in Map Book 58, Page 29, in the Probate Office of Jefferson County, Alabama.



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Exhibit A - continued

Parcel 17

Property Address: 203 85th Street South, Birmingham, AL 35206

The SW 35 feet of Lot 19 and SE 83 feet of Lot 20, Block 174, according to the Survey of East Lake, as recorded in the Probate Office of Jefferson County, Alabama. Further described as follows: The Southeast 85 feet of Lot 20, and the Southeast 83 feet of the Southwest 85 feet of Lot 19, Block 174, according to the Map and Survey of East Lake, as recorded in Map Book 1, Page 217, in the Probate Office of Jefferson County, Alabama.

Parcel 18

Property Address: 6708 4th Court North, Birmingham, AL 35206

Lots 1 & 2, Block 2, according to the Survey of Lakewood Park, as recorded in Map Book 7, Page 10, in the Probate Office of Jefferson County, Alabama.

Parcel 19

Property Address: 719 80th Street South, Birmingham, AL 35206

Lot 35, Block 32, according to the Survey of South Highlands of East Lake, as the same is recorded in the Probate Office of Jefferson County, Alabama, in Map Book 6, Page 66, except any part of said Lot 35, lying west of the following described line:

Begin at a point on the northerly line of said Lot 35, at a point and wire fence 19 feet east of the said Northwest corner of said Lot 35; thence run in a southwesterly direction along said fence 113 feet, more or less, to the southernmost point of said fence; thence continue in a southwesterly direction on the same bearing of said fence 27 feet, more or less, to the south boundary of said Lot.

Parcel 20

Property Address: 8115 2nd Avenue South, Birmingham, AL 35206

Lot 27, Block 134, according to the Survey of East Lake, as recorded in Map Book 1, Page 217, in the Probate Office of Jefferson County, Alabama.



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Exhibit A - continued

Parcel 21

Property Address: 8606 2nd Avenue North, Birmingham, AL 35206

Lot 34 and South ½ of Lot 33, Block 3, according to the Survey of Arden Park, as recorded in Map Book 10, Page 1, in the Probate Office of Jefferson County, Alabama.

Parcel 22

Property Address: 7100 Georgia Road, Birmingham, AL 35212

Lot 6 and the West ½ of Lot 7, Block 14, according to the Survey of Gate City, as recorded in Map Book 1, Page 378, in the Probate Office of Jefferson County, Alabama.

Parcel 23

Property Address: 8308 8th Avenue South, Birmingham, AL 35206

Lot 3-A, according to the resurvey as recorded in Map Book 86, Page 47, in the Probate Office of Jefferson County, Alabama of Lots 2 and 3, South Highlands of East Lake.

Parcel 24-Intentionally Deleted

Parcel 25

Property Address: 128 Honeysuckle Lane, Gardendale, AL 35071

That part of the SW ¼ of NE ¼ of Section 24, Township 16, Range 3 West, Jefferson County, Alabama, more particularly described as follows:

Beginning at the southwest corner of said ¼ ¼ section; thence Easterly along the south line thereof for a distance of 315 feet; thence Northerly and parallel with the West line of said ¼ ¼ section for a distance of 230 feet to the point of beginning of the tract here described, from the point of beginning thus obtained, run Easterly and parallel with the South boundary of said ¼ ¼ section for a distance of 343.17 feet, more or less, to the west boundary line of tract conveyed to B.F. Watts and Lucile Watts by deed recorded in Volume 3403, Page 167, in the Probate Office of Jefferson County, Alabama, thence in a Northerly direction and along said west boundary of the Watts tract for a distance of 190 feet, more or less, to the Southerly boundary of tract conveyed to T.W. Chappell and Mildred Chappell by deed recorded in Volume 3043, Page 550, in said Probate Office, thence in a Westerly direction along the Southerly boundary of said Chappell tract and along the Southerly boundary of tracts conveyed to John Walthall and Madeline Walthall



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Exhibit A - continued

by deed recorded in Volume 3664, Page 196, and to Horace M. Gay by deed recorded in Volume 3710, Page 108, for a distance of 343.17 feet, more or less, to the Easterly line of tract conveyed to John W. Golden by deed recorded in Volume 3713, Page 380, thence in a Southerly direction along the Easterly line of said Golden tract for a distance of 190 feet, more or less, to the point of beginning. Situated in Jefferson County, Alabama.

Parcel 26

Property Address: 1716 Magnolia Street, Gardendale, AL 35071

Lot 50, Block 1, according to the Survey of Gardenview Estates Sixth Sector, as recorded in Map Book 102, Page 71, in the Probate Office of Jefferson County, Alabama.

Parcel 27-Intentionally Deleted

Parcel 28-Intentionally Deleted

Parcel 29-Intentionally Deleted

Parcel 30

Property Address: 2300 Grayson Valley Drive, Birmingham, AL 35235

Unit 2300, Willow Tree II Condominium, a Condominium according to the Declaration of Condominium, as recorded in Real Volume 2653, Page 569, as amended in Real Volume 2703, Page 468, and in Real Volume 2752, Page 842, and By-Laws thereto; as recorded in Real Volume 2653, Page 600, and amended in Real Volume 2703, Page 497, and in Real Volume 2752, Page 839, each together with an undivided fractional interest in the common elements assigned to the Units in Article 4, Paragraph C (1), in said Declaration of Condominium of Willow Tree II Condominium, a Condominium. Said unit being more particularly described in the floor plans and architectural drawings of Willow Tree II Condominium, a Condominium, as recorded in Map Book 143, Page 12, in the Office of the Judge of Probate of Jefferson County, Alabama.

Parcel 31

Property Address: 712 Jeannine Court, Birmingham, AL 35235

Lot 8, according to the Resurvey of Re-Survey of Roberts First Addition to Huffman, as recorded in Map Book 36, Page 72, in the Probate Office of Jefferson County, Alabama.



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Exhibit A - continued

Parcel 32

Property Address: 724 Jeannine Court, Birmingham, AL 35235

Lot 12, according to the Resurvey of Re-Survey of Roberts First Addition to Huffman, as recorded in Map Book 36, Page 72, in the Probate Office of Jefferson County, Alabama.

Parcel 33

Property Address: 719 Jeannine Court, Birmingham, AL 35235

Lot 13, according to the Resurvey of Re-Survey of Roberts First Addition to Huffman, as recorded in Map Book 36, Page 72, in the Probate Office of Jefferson County, Alabama.

Parcel 34

Property Address: 716 Jeannine Court, Birmingham, AL 35235

Lot 9, according to the Resurvey of Re-Survey of Roberts First Addition to Huffman, as recorded in Map Book 36, Page 72, in the Probate Office of Jefferson County, Alabama.

Parcel 35

Property Address: 720 Jeannine Court, Birmingham, AL 35235

Lot 10, according to the Resurvey of Re-Survey of Roberts First Addition to Huffman, as recorded in Map Book 36, Page 72, in the Probate Office of Jefferson County, Alabama.

Parcel 36

Property Address: 708 Jeannine Court, Birmingham, AL 35235

Lot 7, according to the Resurvey of Re-Survey of Roberts First Addition to Huffman, as recorded in Map Book 36, Page 72, in the Probate Office of Jefferson County, Alabama.

Parcel 37

Property Address: 704 Jeannine Court, Birmingham, AL 35235

Lot 6, according to the Resurvey of Re-Survey of Roberts First Addition to Huffman, as recorded in Map Book 36, Page 72, in the Probate Office of Jefferson County, Alabama.



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Exhibit A - continued

Parcel 38

Property Address: 724 Danton Lane, Irondale, AL 35210

Lot 25, Block 28, according to the Survey of Crestline's Holiday Gardens, Sixth Sector, as recorded in Map Book 49, Page 58, in the Probate Office of Jefferson County, Alabama.

Parcel 39

Property Address: 7 Moenglow Drive, Birmingham, AL 35215

Lot 58, Block 10, according to the Survey of Sunrise East - Third Sector, as recorded in Map Book 124, Page 13, in the Probate Office of Jefferson County, Alabama.

Parcel 40

Property Address: 1942 Glennwood Road, Moors, AL 35116

Commence at the NE corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ Section 20, Township 15 South, Range 2 West, thence south along the $\frac{1}{4}$ - $\frac{1}{4}$ line a distance of 419.93 feet; thence an angle 91 degrees 13' right a distance of 261.78 feet to an iron being the point of beginning; thence continue along the last named course 145.00 feet to an iron; thence an angle 63 degree 41'43" right a distance of 192.57 feet to an iron; thence an angle 116 degrees 9'17" right a distance 145.00 feet to an iron; thence an angle 63 degrees 53'43" right a distance of 192.91 feet to the point of beginning. Situated in Jefferson County, Alabama, Birmingham Division.

Parcel 41

Property Address: 102 Canyon Trail, Pelham, AL 35124

Lot 2, according to the Survey of Canyon Park Townhomes, as recorded in Map Book 19, Page 19, in the Probate Office of Shelby County, Alabama.

Parcel 42

Property Address: 139 Canyon Trail, Pelham, AL 35124

Lot 17, according to the Survey of Canyon Park Townhomes, as recorded in Map Book 19, Page 19, in the Probate Office of Shelby County, Alabama.



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Exhibit A - continued

Parcel 43

Property Address: 7105 Highway 76, Pinson, AL 35126

Commence at the SW corner of the SW 1/4 of the SE 1/4 of Section 20, Township 15 South, Range 1 West; thence run North along the West line thereof for 165.91 feet; thence 39 degrees 33 minutes 06 seconds right; run Northeasterly 896.78 feet to the point of beginning, said point being on the Southeasterly right of way of Alabama State Highway #76 and a curve concaved to the left (having a radius of 7162 feet and a central angle of 109 degrees 09 minutes 17 seconds); thence continue Northeasterly along said right of way and curve a chord distance of 144.35 feet; thence 86 degrees 01 minutes 37 seconds right from chord of said curve run Southeasterly 130.0 feet; thence 90 degrees 16 minutes 30 seconds right run southwesterly 144.00 feet; thence 89 degrees 43 minutes 30 seconds right run Northwesterly 139.31 feet to the point of beginning, Jefferson County, Alabama.

Parcel 44

Property Address: 6122 Summerside Drive, Pinson, AL 35126

Lot 34, according to the Survey of Summercrest, 2nd Sector, as recorded in Map Book 182, Page 87, in the Probate Office of Jefferson County, Alabama.

Parcel 45

Property Address: 868 Brad Drive, Birmingham, AL 35235

Lot 15, Block 2, according to the Survey of Murphy Addition to Roebuck Plaza, as recorded in Map Book 40, Page 34, in the Probate Office of Jefferson County, Alabama.

Parcel 46

Property Address: 638 West Boulevard, Birmingham, AL 35206

Lot 8, Block 4, according to the Survey of First Addition to Bel Air, as recorded in Map Book 33, Page 7, in the Probate Office of Jefferson County, Alabama.



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