

This Assignment of Leases
is for additional security to
secure a Promissory Note
which is also secured by a
Mortgage and Security
Agreement recorded concur-
rently herewith.

This instrument prepared by,
and after recordation should
be returned to:

Clayton T. Sweeney, Attorney at Law
2700 Highway 280 East, Suite 160
Birmingham, AL 35223



20200831000381110 1/13 \$58.00
Shelby Cnty Judge of Probate, AL
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ASSIGNMENT OF LEASES, RENTS AND PROFITS

This Assignment is made this 26th day of August, 2020, by **CHELSEA RIDGE ESTATES, LLC**, [an Alabama limited liability company,] whose address is 2232 Cahaba Valley Drive, Birmingham, AL 35242 ("Assignor), and William E. Nichols, whose address is 413 Poinciana Drive, Homewood, AL 35209 ("Assignee").

WITNESSETH:

WHEREAS, Assignor has executed and delivered to Assignee a Promissory Note (hereinafter, together with all amendments thereto and any extensions, renewals, modifications, substitutions and/or increases thereof, called the "Note") in the principal sum of Five Hundred Twenty Two Thousand Five Hundred and No/100 Dollars (\$522,500.00) of even date herewith and, as security for the payment of the Note, Assignor has executed and delivered to Assignee a Mortgage and Security Agreement (hereinafter, together with all amendments thereto and modifications thereof, called the "Mortgage") of even date herewith covering certain real property located in Shelby County, State of Alabama, and more particularly described in Exhibit "A" which is attached hereto and incorporated by reference herein, together with all buildings, improvements and other property more particularly described in the Mortgage, and all fixtures, furnishings, machinery, equipment and other tangible property now owned or hereafter acquired by Assignor and located on or used in connection with such real property (all of which real and personal properties are hereinafter called the "Mortgaged Property"). The Mortgage and all other agreements now or hereafter evidencing,

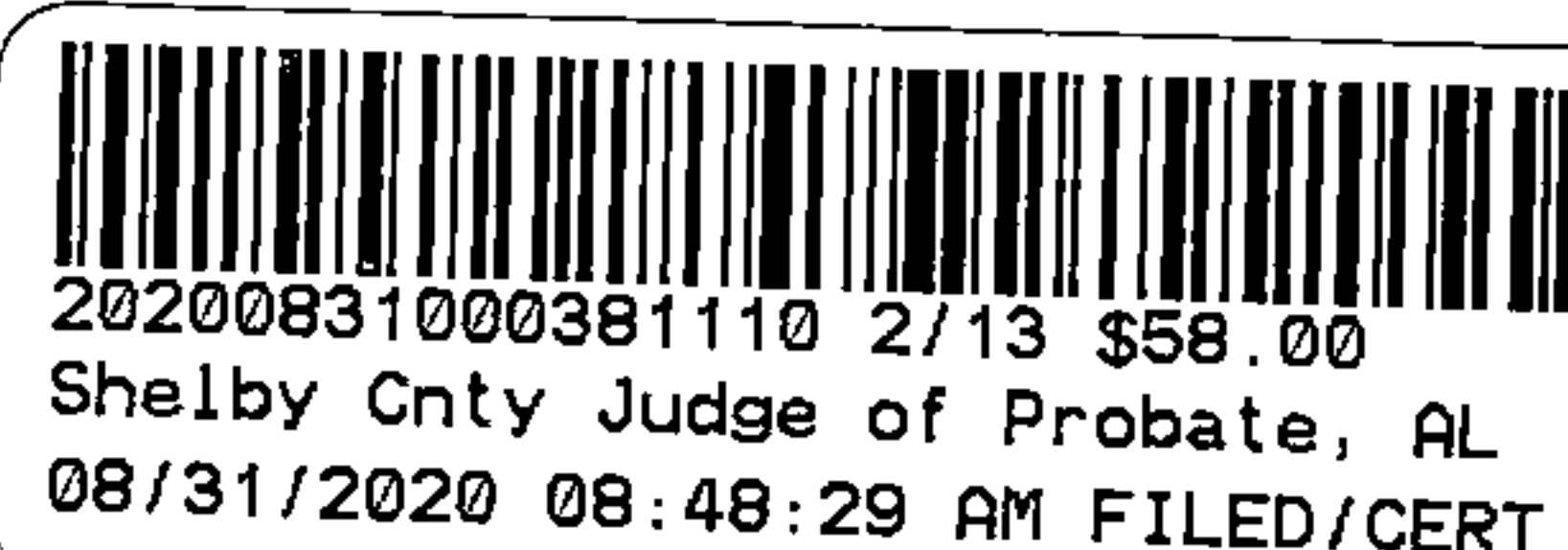
CLAYTON T. SWEENEY, ATTORNEY AT LAW

governing or securing the loan evidenced by the Note are hereinafter collectively called the "Security Instruments" and singularly called a "Security Instrument"; and

WHEREAS, in connection with the loan evidenced by the Note, Assignee has required that Assignor assign to Assignee all of Assignor's right, title and interest in, to and under any and all leases or subleases, whether written or oral (hereinafter collectively referred to as the "Leases" and singularly as a "Lease"), now or hereafter in existence and as amended or supplemented from time to time and covering space in or applicable to the Mortgaged Property, including without limitation the Leases, if any, listed in Exhibit "B", which is attached hereto and incorporated by reference herein, and Assignor desires and intends by this instrument to assign to Assignee all of Assignor's right, title and interest in, to and under the Leases.

NOW THEREFORE, in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to provide a direct and continuing source of payment of the principal of, and interest on, the Note, all other sums, with interest thereon, becoming due and payable to Assignee under the provisions of the Note and the Security Instruments, and to ensure the performance and observance by Assignor of each and every term, covenant, agreement and condition contained in the Note and in the Security Instruments, Assignor agrees as follows:

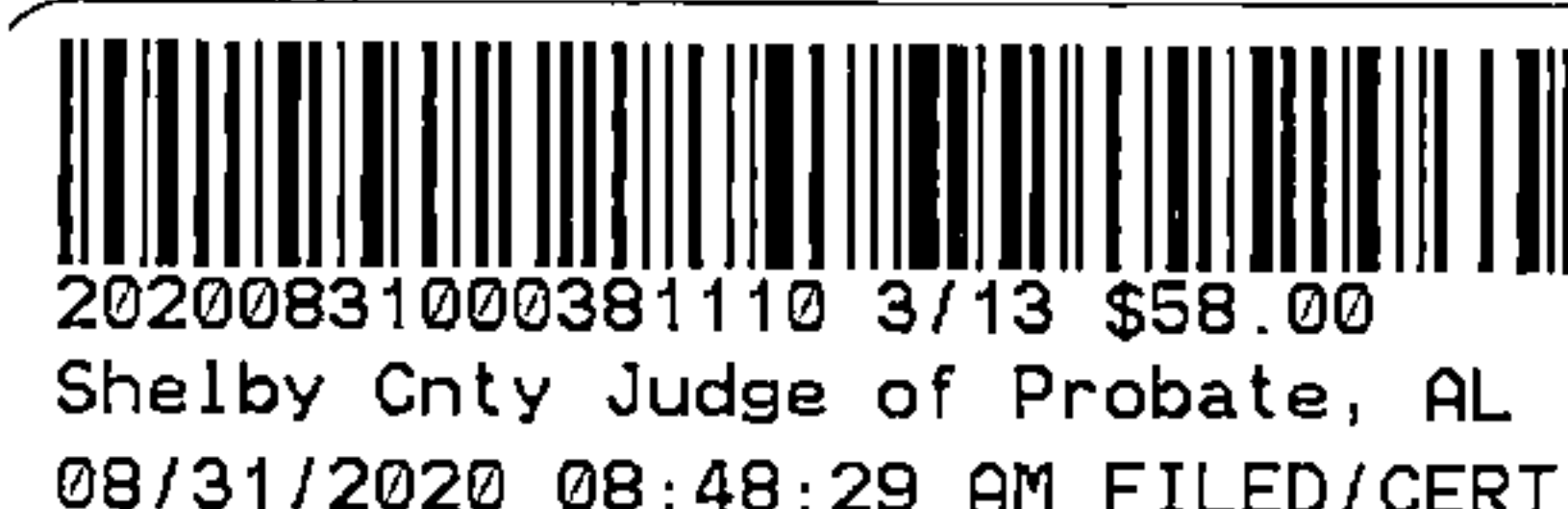
1. GRANTING CLAUSE. Assignor does hereby sell, assign, transfer and set over unto Assignee, its successors and assigns, all of the right, title and interest of Assignor in, to and under the Leases, together with all rents, earnings, income, profits, benefits, security deposits and advantages arising from the Mortgaged Property or from the Leases and all other sums due or to become due under and pursuant thereto and together with any and all guarantees of or under any of the Leases, and together with all rights, powers, privileges, options and other benefits of Assignor as lessor under the Leases, including without limitation the immediate and continuing right to receive and collect all rents, income, revenues, issues, profits, condemnation awards, insurance proceeds, moneys and security payable or receivable under the Leases or pursuant to any of the provisions thereof whether as rent or otherwise, and whether paid or accruing before or after the filing by or against Assignor of any petition for relief under 11 U.S.C. §101 et. seq.; the right to accept or reject any offer made by any tenant pursuant to its Lease to purchase the Mortgaged Property and any other property subject to the Lease as therein provided and to perform all other necessary or appropriate acts with respect to such purchases as agent and attorney-in-fact for Assignor, and the right to make all waivers and agreements, to give and receive all notices, consents and releases, to take such action upon the happening of a default under any Lease, including the commencement, conduct and consummation of proceedings at law or in equity as shall be permitted under any provision of any Lease or by any law, and to do any and all other things whatsoever which the Assignor is or may become entitled to do under any such Lease. This Assignment is made by Assignor to provide a direct and continuing source of payment (currently and in the



future) of the indebtedness evidenced by the Note, and this instrument constitutes an absolute, unconditional and presently effective assignment of the rents arising from the Mortgaged Property. Notwithstanding the provisions of this Paragraph 1, so long as there shall exist no default in the performance of any obligation, covenant or agreement herein contained or in the Note, the Leases or any of the Security Instruments, or until Assignee otherwise shall revoke the license granted hereby, Assignee hereby grants to Assignor a license to collect and receive all rents, issues, profits and other sums under and by virtue of any Lease (but only as the same become due under the provisions of such Lease) and Assignor shall apply the funds so collected first to the payment of all sums payable by Assignor to Assignee pursuant to the terms of the Note and to the payment of all other indebtedness secured by any of the Security Instruments, and thereafter, so long as no default under the Note or any of the Security Instruments has occurred, the balance shall be distributed to the account of Assignor. During the continuance of a default under the Note or any of the Security Instruments, the license granted to Assignor herein shall be automatically revoked. It shall not be necessary for Assignee to institute legal proceedings of any kind whatsoever to enforce the provisions of this Assignment.

2. TERMINATION OF OTHER LIEN AGREEMENTS. This Assignment shall remain in full force and effect until: (a) the payment in full of all principal, interest (including but not limited to accrued and deferred interest) and premium, if any, on the Note; (b) the payment in full of all other sums, with interest thereon, due and payable to Assignee under the provisions hereof, of the Note and the Security Instruments, and (c) the performance and observance by Assignor of all of the terms, covenants and conditions to be performed or observed by Assignor under the Note and the Security Instruments.

3. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES. Assignor represents, warrants, covenants and agrees that: (a) Assignor has good right and authority to make this Assignment; (b) Assignor has not heretofore alienated, assigned, pledged or otherwise disposed of or encumbered the Leases or any of the sums due or to become due thereunder and Assignor has not performed any acts or executed any other instruments which might prevent Assignee from operating under any of the terms and conditions of this Assignment or which would limit Assignee in such operation; (c) Assignor has not accepted or collected rent or any other payments under any Lease in advance of the time when the same shall become due under the terms of said Lease; (d) Exhibit "B" attached hereto is a true, correct and complete list of all Leases existing as of the date hereof and the Schedules to Exhibit "B" are true and correct copies of such Leases with all amendments and modifications thereto; (e) Assignor has not executed or granted any amendment or modification whatever of any of the Leases, either orally or in writing, except as has been disclosed in writing to Assignee; (f) there is no default under any of the Leases now existing and no event has occurred and is continuing which, with the lapse of time or the giving of notice or both, would constitute an event of default under any of the Leases; (g) Assignor will observe, perform and discharge, duly and punctually, all and singular the obligations, terms,



covenants, conditions and warranties of the Note, this Assignment or any of the Security Instruments and any Lease, on the part of the Assignor to be kept, observed and performed; (h) Assignor will enforce the performance of each and every obligation, term, covenant, condition and agreement in said Leases to be performed by any tenant; (i) Assignor will appear in and defend any action or proceeding arising under, occurring out of or in any manner connected with the Leases, or the obligations, duties or liabilities of Assignor or any tenant thereunder and upon request by Assignee will do so in the name and behalf of Assignee, but at the expense of Assignor; (j) Assignor will, upon the request of Assignee, execute and deliver to Assignee such further instruments and do and perform such other acts and things as Assignee may deem reasonably necessary or appropriate to make effective this Assignment and the various covenants of Assignor herein contained and to more effectively vest in and secure to Assignee the sums due or hereafter to become due under the Leases, including, without limitation, the execution of such additional assignments as shall be deemed necessary by Assignee to effectively vest in and secure to Assignee all rents, income and profits from any and all Leases; (k) Assignor will from time to time, upon demand therefor, deliver to Assignee an executed counterpart of each and every Lease then affecting all or any portion of the Mortgaged Property; and (l) in the event any warranty or representation of Assignor herein shall be false, misleading or materially inaccurate or Assignor shall default in the observance or performance of any obligation, term, covenant or condition hereof, then, in each instance at the option of Assignee, the same shall constitute and be deemed to be a default under the Note and the Security Instruments, thereby giving Assignee the absolute right to declare all sums secured thereby and hereby immediately due and payable and to exercise any and all rights and remedies provided thereunder and hereunder as well as such remedies as may be available at law or in equity.

4. NO OTHER ASSIGNMENTS. Assignor covenants and agrees that it will not, without in each instance the prior written consent of Assignee: (a) enter into any Lease for a period of more than one year on terms and conditions which have not been approved in advance by Assignee; (b) cancel any Lease nor accept a surrender thereof without the prior written consent of the Assignee; (c) reduce the rent payable under any Lease nor accept payment of any installment of rent in advance of the due date thereof; (d) change, amend, alter or modify any Lease or any of the terms or provisions thereof, nor grant any concession in connection therewith; (e) consent to the release or reduction of the obligations of the tenant under any Lease; (f) assign, pledge, encumber or otherwise transfer any Lease or Assignor's rights thereunder; (g) consent to an assignment of tenant's interest under any Lease or to a subletting thereof, except to the extent any such assignment or subletting is specifically authorized by such Lease; (h) do or permit to be done anything to impair the security of any Lease; or (i) incur any indebtedness for borrowed money or otherwise to the tenant or guarantor of any Lease which may under any circumstances be availed of as an offset against the rent or other payments due thereunder without the prior written consent of the Assignee; and any of the above acts, if done without the consent of Assignee, shall be, at the option of Assignee, null and void, and shall constitute a default hereunder and under the Note and other Security Instruments.


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5. AUTHORIZATION OF TENANTS. Assignor hereby consents to and irrevocably authorizes and directs the tenants under the Leases and any successor to the interest of any of said tenants, upon demand and notice from Assignee of Assignee's right to receive the rents and other amounts under such Leases, to pay to Assignee the rents and other amounts due or to become due under the Leases, and said tenants shall have the right to rely upon such demand and notice from Assignee and shall pay such rents and other amounts to Assignee without any obligation or right to determine the actual existence of any default or event claimed by Assignee as the basis for Assignee's right to receive such rents and other amounts and notwithstanding any notice from or claim of Assignor to the contrary, and Assignor shall have no right to claim against said tenants for any such rents and other amounts so paid by said tenants to Assignee.

6. EVENTS OF DEFAULT AND REMEDIES. Upon the occurrence of a default under the Note or any of the Security Instruments, Assignee, at its option, shall have the complete right, power and authority (a) without taking possession, to demand, collect and receive and sue for the rents and other sums payable under the Leases and, after deducting all reasonable costs and expenses of collection (including, without limitation, attorneys' fees) as determined by Assignee, apply the net proceeds thereof to the payment of any indebtedness evidenced by the Note; (b) to declare all sums secured hereby immediately due and payable, and, at its option, exercise any or all of the rights and remedies contained in the Note and in the Security Instruments; and (c) without regard to the adequacy of the security, with or without process of law, personally or by agent or attorney, or by Assignee under the Mortgage, or by a receiver to be appointed by court, then and thereafter to enter upon, take and maintain possession of and operate the Mortgaged Property, or any part thereof, together with all documents, books, records, papers, and accounts relating thereto and exclude Assignor and its agents and servants therefrom and hold, operate, manage and control the Mortgaged Property or any part thereof as fully and to the same extent as Assignor could do if in possession and in such event, without limitation and at the expense of Assignor, from time to time, cause to be made all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the Mortgaged Property, or any part thereof, as Assignee deems judicious, and pay taxes, assessments and prior or proper charges on the Mortgaged Property, or any part thereof, and insure and reinsure the same, and lease the Mortgaged Property, or any part thereof, for such terms and on such terms as Assignee deems desirable, including leases for terms expiring beyond the maturity of the indebtedness secured by the Security Instruments and cancel any Lease or sublease thereof for any cause or on any ground which would entitle Assignor to cancel the same. Assignee may apply rents and other sums payable under the Leases to the payment of any cost or expense incurred hereunder.

7. APPLICATION OF RENTS. After payment of all proper charges and expenses, including the just and reasonable compensation for the services of Assignee, its attorneys, agents, and others employed by Assignee in connection with



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the operation, management and control of the Mortgaged Property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify Assignee from and against any liability, loss or damage on account of any matter or thing done in good faith in pursuance of the rights and powers of Assignee hereunder, Assignee may, at its option, credit the net amount of income which Assignee may receive by virtue of this Assignment and from the Mortgaged Property to any and all amounts due or owing to Assignee from Assignor under the terms and provisions of the Note and the Security Instruments. In no event will this Assignment reduce the indebtedness evidenced by the Note, or otherwise secured by the Security Instruments, except to the extent, if any, that such rents and other sums payable under the Leases are actually received by Assignee and applied after receipt to such indebtedness. The balance, if any, of such net income shall be released to or upon the order of Assignor. The manner of the application of such net income and the item or items which shall be credited shall be within the sole discretion of Assignee.

8. LIMITATION ON ASSIGNEE'S OBLIGATIONS. The acceptance by Assignee of this Assignment, with all of the rights, powers, privileges and authority so created, shall neither be deemed nor construed to constitute Assignee a mortgagee in possession nor at any time or in any event to impose any obligation whatsoever upon Assignee to appear in or defend any action or proceeding relating to the Leases or the Mortgaged Property, or to take any action hereunder, or to expend any money or incur any expenses, or perform or discharge any obligation, duty of liability under the Leases, or to assume any obligation or responsibility for any security deposits or other deposits delivered to Assignor by any tenant and not assigned and delivered to Assignee or render Assignee liable in any way for any injury or damage to person or property sustained by any person or entity in, on or about the Mortgaged Property.

9. NON-WAIVER. Assignor agrees that the collection of rents and the application thereof as aforesaid or the entry upon and taking of possession of the Mortgaged Property, or any part thereof, by Assignee shall not cure or waive any default, or waive, modify or affect any notice of default under the Note or the Security Instruments, or invalidate any act done pursuant to such notice, and the enforcement of such right or remedy by Assignee, once exercised, shall continue for so long as Assignee shall elect. If Assignee shall thereafter elect to discontinue the exercise of any such right or remedy, the same or any other right or remedy hereunder may be reasserted at any time and from time to time following any subsequent default.

10. RIGHTS OF ASSIGNEE CUMULATIVE. The rights and remedies of Assignee hereunder are cumulative and not in lieu of, but are in addition to, any rights or remedies which Assignee shall have under the Note, any of the Security Instruments, or at law or in equity, which rights and remedies may be exercised by Assignee either prior to, simultaneously with, or subsequent to, any action taken hereunder. The rights and remedies of Assignee may be exercised from time to time and as often as such exercise is deemed expedient, and the failure of Assignee to avail itself of any of the terms, provisions and conditions of this Assignment for any period of time, at any time



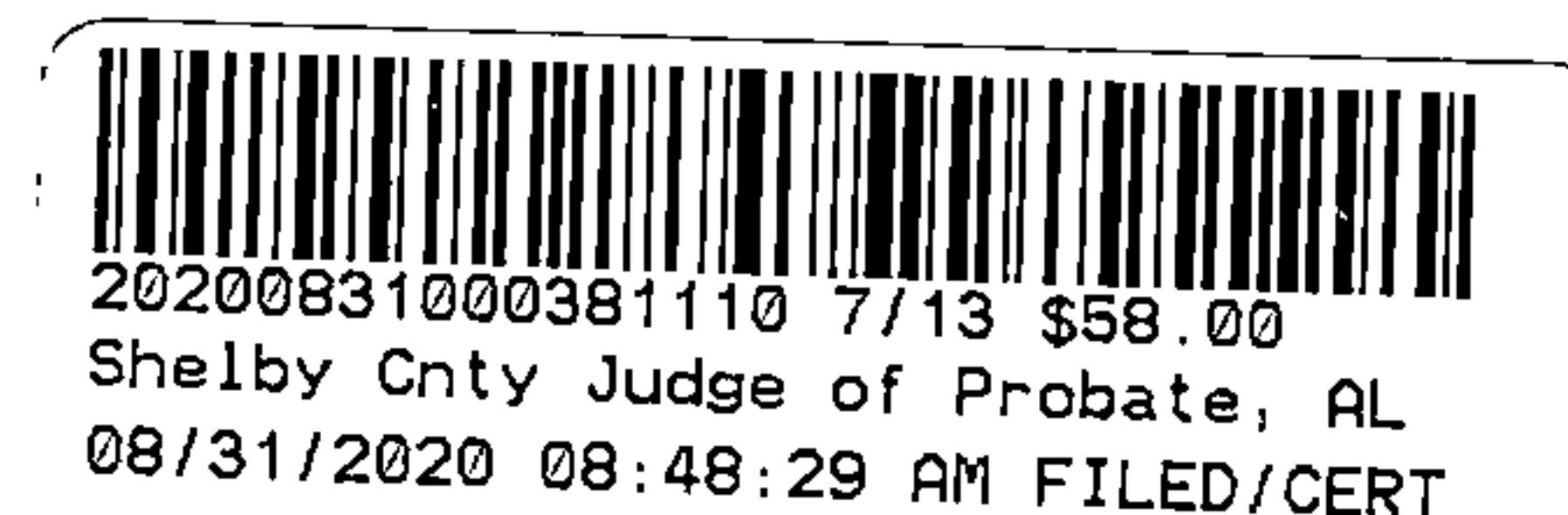
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or times, shall not be construed or deemed to be a waiver of any rights under the terms hereof. Assignee may take or release other security, may release any party primarily or secondarily liable for any indebtedness secured by the Security Instruments, may grant extensions, renewals or indulgences with respect to such indebtedness, and may apply any other security therefor held by it to the satisfaction of such indebtedness without prejudice to any of its rights hereunder.

11. RIGHT TO CONTINUE. The right of Assignee to collect and receive the rents assigned hereunder or to take possession of the Mortgaged Property, or to exercise any of the rights or powers herein granted to Assignee shall, to the extent not prohibited by law, also extend to the period from and after the filing of any suit to foreclose the lien created under any of the Security Instruments which cover the Mortgaged Property, including any period allowed by law for the redemption of the Mortgaged Property after any foreclosure sale.

12. ASSIGNEE INDEMNIFIED. Assignor shall indemnify and hold Assignee harmless of, from and against any and all liability, loss, damage or expense, which Assignee may or might incur under or by reason of this Assignment, and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on the part of Assignee to perform or discharge any of the terms, covenants or agreements contained in the Leases, except any which are the result of the gross negligence or willful misconduct of Assignee. Should Assignee incur any such liability, loss or damage under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the same rate of interest as provided in the Note with respect to the principal indebtedness of Assignor to Assignee, shall be secured by this Assignment and by the Security Instruments, and Assignor shall reimburse Assignee therefor immediately upon demand, and upon failure of Assignor so to do, Assignee may declare all sums secured hereby immediately due and payable.

13. NOTICES. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person or by facsimile transmission, (ii) one (1) Business Day (defined below) after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:



If to Assignor: CHELSEA RIDGE ESTATES, LLC
2232 Cahaba Valley Drive
Birmingham, AL 35242
Attention: Donald M. Acton
Telecopy: 205-_____

If to Assignee: William E. Nichols
413 Poinciana Drive
Homewood, AL 35209

With a copy to: Clayton T. Sweeney, Attorney at Law
2700 Highway 280 East, Suite 160
Birmingham, AL 35223
Telecopy: 205-871-9004

or addressed as such party may from time to time designate by written notice to the other parties. Either party by notice to the other may designate additional or different addresses for subsequent notices or communications. "Business Day" shall mean a day upon which commercial banks are not authorized or required by law to close in Alabama.

14. ASSIGNABILITY OF AGREEMENT. This Assignment shall be assignable by Assignee and all representations, warranties, covenants, powers and rights herein contained shall be binding upon, and inure to the benefit of, Assignor and Assignee and their respective successors and assigns.

15. COUNTERPARTS. This Assignment may be executed, acknowledged and delivered in any number of counterparts and each such counterpart shall constitute an original, but together such counterparts shall constitute only one instrument.

16. SEVERABILITY. If any one or more of the provisions of this Assignment, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Assignment and all other applications of any such provision shall not be affected thereby.

17. ASSIGNOR TO INCLUDE TRANSFEREE OR GRANTEE. Upon a sale, conveyance, transfer or exchange of all or a part of the Mortgaged Property, the term "Assignor" as used herein shall include the transferee or grantee in such transaction. The preceding sentence shall not be deemed to permit any sale, conveyance, transfer or exchange which is prohibited or restricted by the terms of any Security Instrument.


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18. INCORPORATION OF EXHIBITS. All exhibits attached hereto are by this reference incorporated fully herein. The term "this Assignment" shall be deemed to include all such exhibits.

19. GOVERNING LAW. This Assignment shall be governed by and construed under the laws of the State of Alabama, except to the extent any law, rule or regulation of the federal government of the United States of America may be applicable, in which case such federal law, rule or regulation shall control.

20. CONFLICT OF TERMS. In case of any conflict between the terms of this Assignment and the terms of the Mortgage, the terms of this Assignment shall control.

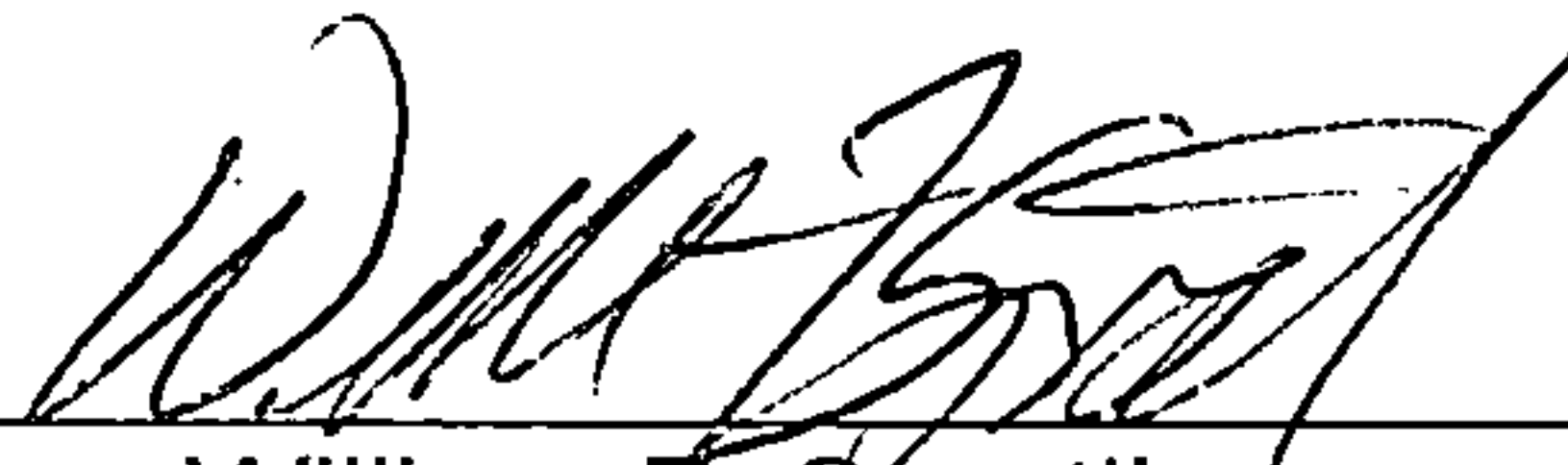


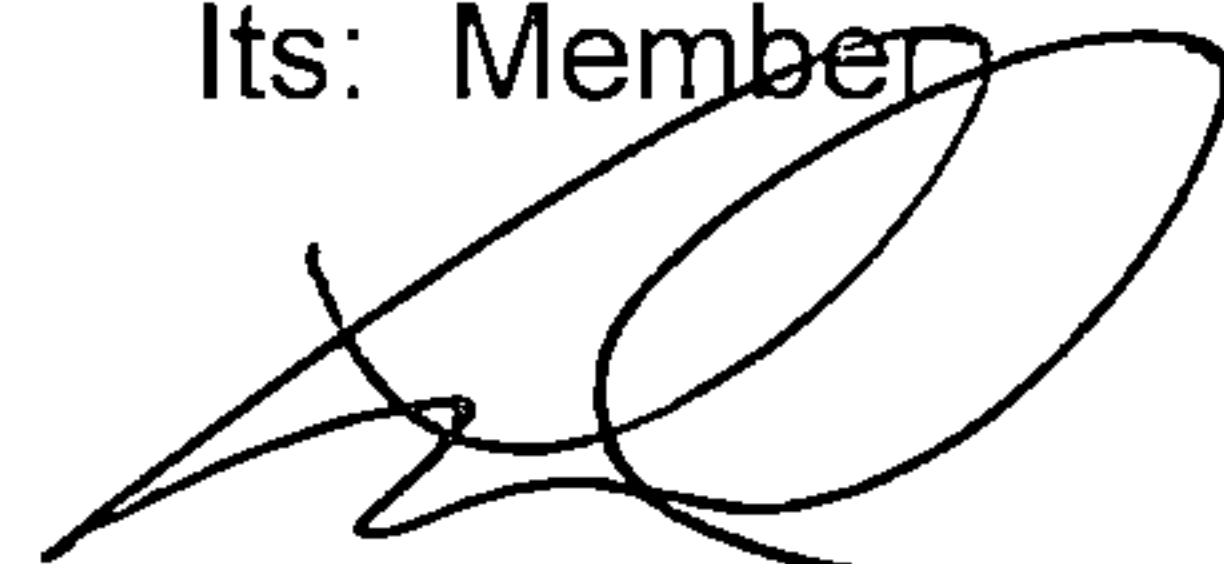
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IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

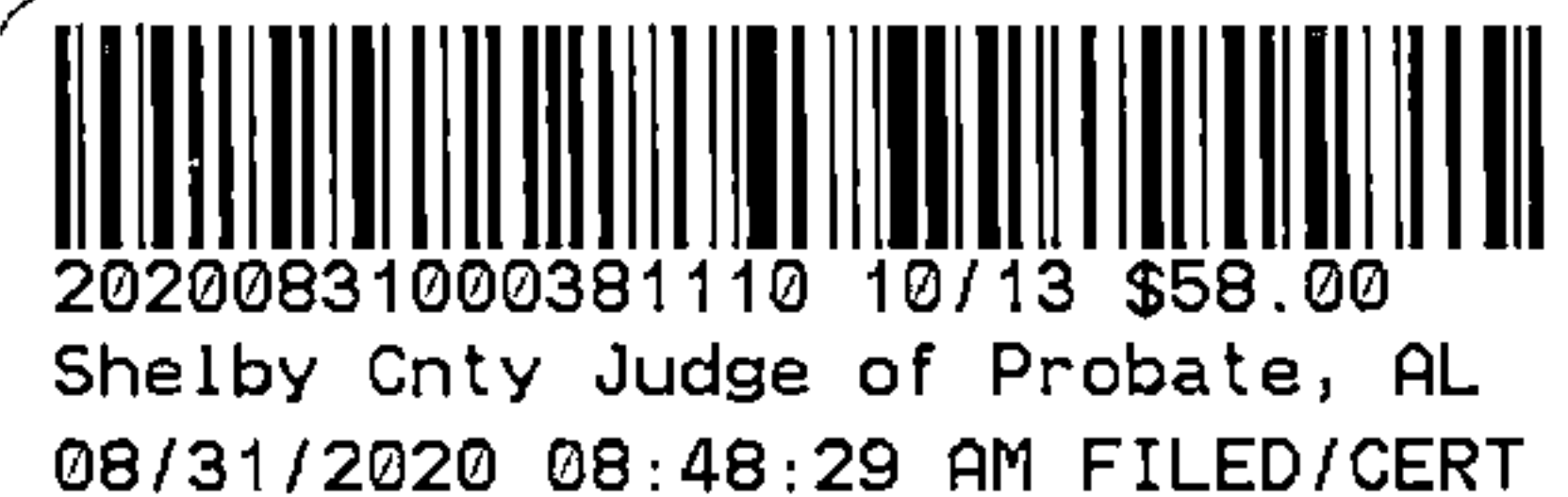
CHELSEA RIDGE ESTATES, LLC

By: 
Donald M. Acton
Its: Member

By: 
William F. Spratlin
Its: Member

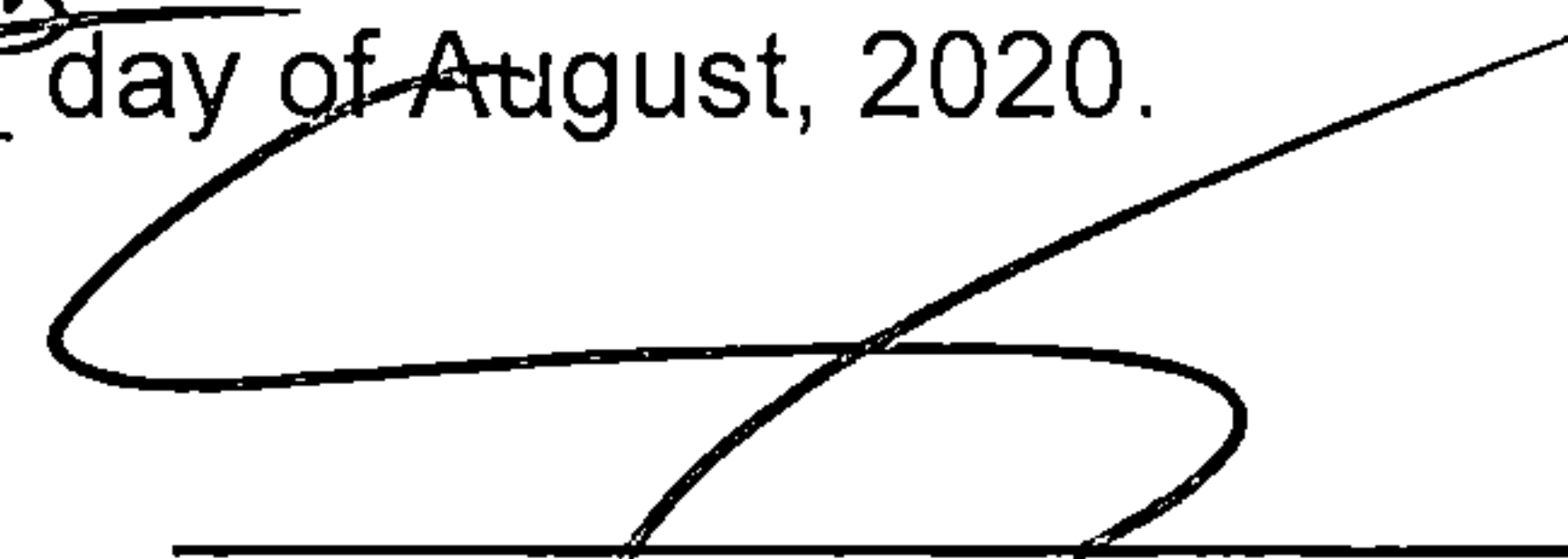
By: 
Lynal D. Chappell
Its: Member

STATE OF ALABAMA)
COUNTY OF JEFFERSON)



I, the undersigned, Notary Public in and for said County in said State, hereby certify that Donald M. Acton, William F. Spratlin and Lynal D. Chappell, whose names as Members of **CHELSEA RIDGE ESTATES, LLC**, an Alabama limited liability, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their capacity 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 this the 26th day of August, 2020.


Notary Public

[NOTARIAL SEAL]

My commission expires: 06/02/2023



EXHIBIT "A"
TO
ASSIGNMENT OF LEASES, RENTS AND PROFITS

A parcel of land situated in Section 19, Township 20 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

Commence at 1 ½ inch pipe found locally accepted to be the Northeast corner of the Northwest quarter of the Northeast quarter of said Section 19; thence run North 82° 54' 01" West along the North line of said quarter-quarter Section and also along the North line of Lot 23 of Chelsea Ridge Estates 1st Sector as recorded in Map Book 35 on Page 150 in the Office of the Judge of Probate, Shelby County, Alabama for a distance of 319.94 feet to an iron pin found with SSI cap, said iron being the Point of Beginning; thence run South 18° 20' 37" East for a distance of 165.33 feet to an iron pin found with SSI cap at the Northwest corner of Lot 22 in said Chelsea Ridge Estates 1st Sector; thence run South 48° 48' 55" West along the Northwest line of Lot 21 of said Chelsea Ridge Estates 1st Sector for a distance of 138.12 feet to an iron pin found with SSI cap on the East Right-of-Way of Chelsea Ridge Trail in said Chelsea Ridge Estates 1st Sector; thence run South 71° 42' 12" West crossing said Right-of-Way of Chelsea Ridge Trail for a distance of 55.18 feet to an iron pin found with SSI cap at the Northeast corner of Lot 20 in said Chelsea Ridge Estates 1st Sector, being on a curve to the left having a central angle of 34° 05' 01", a radius of 275.00 feet, and a chord bearing of North 62° 42' 12" West; thence run in a Northwesterly direction along the arc of said curve for a distance of 163.59; thence run South 18° 20' 37" East for a distance of 115.24 feet to an iron pin found with SSI cap at the Northeast corner of Lot 19 in said Chelsea Ridge Estates 1st Sector; thence run South 71° 39' 23" West along the Northwest line of Lots 19, 18, 17, & 16 in said Chelsea Ridge Estates 1st Sector for a distance of 463.56 feet to an iron pin found with SSI cap at the Northeast corner of Lot 15 in said Chelsea Ridge Estates 1st Sector; thence run South 40° 43' 00" West along the Northwest line of Lots 15 & 14 in said Chelsea Ridge Estates 1st Sector for a distance of 227.38 feet to an iron pin found with SSI cap at the Northeast corner of Lot 13 in said Chelsea Ridge Estates 1st Sector; thence run South 76° 07' 27" West along the Northwest line of Lots 13 & 12 in said Chelsea Ridge Estates 1st Sector for a distance of 308.87 feet to an iron pin found with SSI cap on the North line of a Common Area in said Chelsea Ridge Estates 1st Sector; thence run South 67° 12' 07" West along the Northwest line of said Common Area for a distance of 226.57 feet to an iron pin found with SSI cap at the Northeast corner of Lot 10 in said Chelsea Ridge Estates 1st Sector; thence run North 83° 15' 36" West along the Northwest line of Lots 10 & 9 in said Chelsea Ridge Estates 1st Sector for a distance of 309.83 feet to an iron pin found with SSI cap at the North corner of Lot 9 in said Chelsea Ridge Estates 1st Sector; thence run South 54° 28' 02" West along the Northwest line of Lots 9, 8, 7, 6, & 5 in said Chelsea Ridge Estates 1st Sector for a distance of 493.55 feet to an iron pin found with SSI cap at the Northeast corner of Lot 4 in said

Chelsea Ridge Estates 1st Sector; thence run South 89° 39' 15" West along the Northwest line of Lots 4,3, & 2 in said Chelsea Ridge Estates 1st Sector for a distance of 152.21 feet to an iron pin found with SSI cap at the Northeast corner of Lot 1 in said Chelsea Ridge Estates 1st Sector; thence run North 10° 32' 38" West for a distance of 219.52 feet to an iron pin found with SSI cap; thence run North 87° 28' 31" West for a distance of 212.97 feet to an iron pin found with SSI cap on the West line of the Northeast quarter of the Northwest quarter of said Section 19; thence run North 02° 31' 29" East along said West line for a distance of 979.15 feet to a 2" open top pipe found at the Northwest corner of the Northeast quarter of the Northwest quarter of said Section 19; thence run South 87° 52' 50" East along the North line of the Northeast quarter of the Northwest quarter of said Section 19 for a distance of 1316.30 feet to a pine heart found at the Northeast corner of the Northeast quarter of the Northwest quarter of said Section 19; thence run South 82° 54' 01" East along the North line of the Northwest quarter of the Northeast quarter of said Section 19 for distance of 991.53 feet to the Point of Beginning; said parcel of land containing 40.645 acres, more or less.

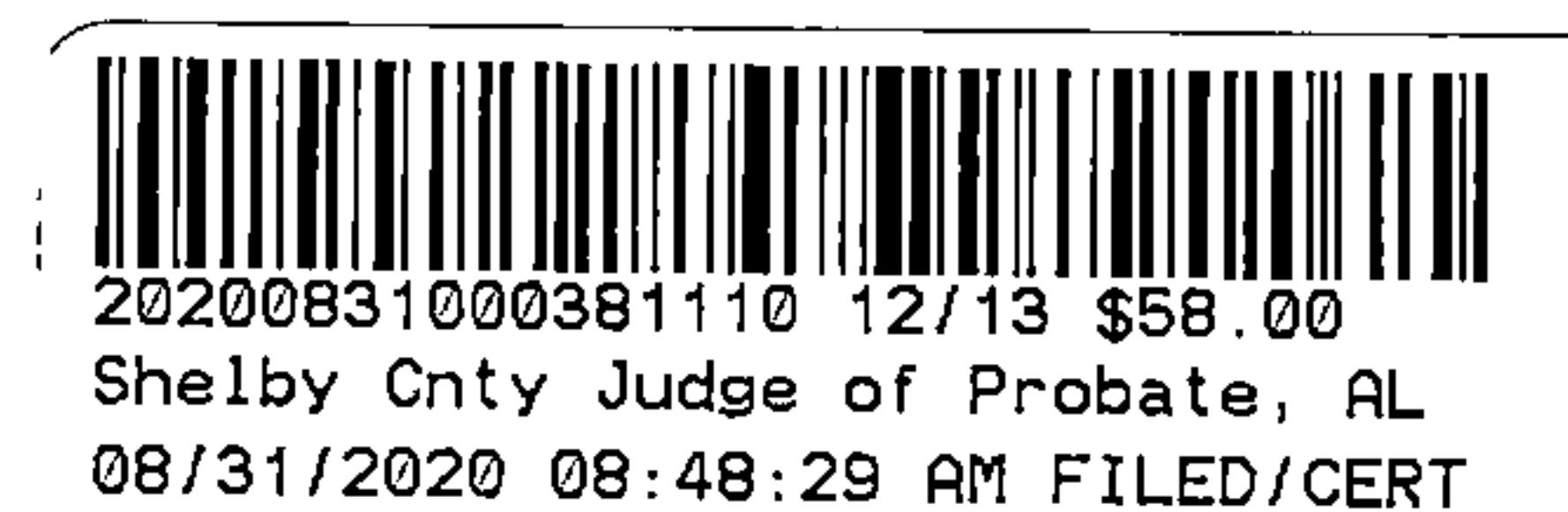


EXHIBIT "B"
TO
ASSIGNMENT OF LEASES, RENTS AND PROFITS

Leases Assigned

Landlord

Date

Tenant

NONE

