

AGREEMENT TO ASSIGN LEASE

388

TO: Firstmark Credit Corporation
110 East Washington Street
Indianapolis, Indiana 46204



19780808000104070 1/5 \$.00
Shelby Cnty Judge of Probate, AL
08/08/1978 12:00:00 AM FILED/CERT

In consideration of (1) your leasing the following described personal property to the undersigned (hereinafter called "Lessee"), or (2) your extending credit to or otherwise becoming the creditor of the Lessee at any time or from time to time and taking as security therefore a security interest in the following described personal property:

See schedule "A" attached hereto and made a part hereof as if rewritten at length herein.

and all other property including after acquired property and proceeds of said property (hereinafter collectively called "Goods"), which Goods have or will be delivered and installed on the premises located at 623 11th Ave. S.W. Alabaster, Alabama

(Full Address of the premises, including No., Street, City and State)
more particularly described as follows: (Legal Description)

See attached schedule.

Record owner of said premises is Siluria Textiles, Inc.

whose address is _____

County, State of _____

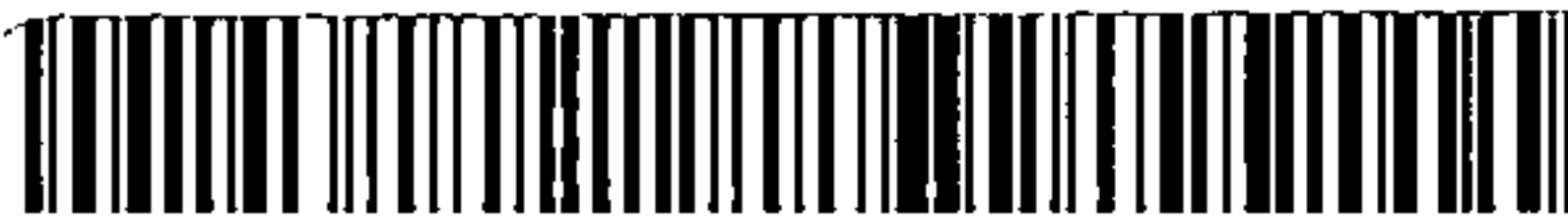
Lessee hereby warrants, covenants and agrees:

1. That Lessee has a valid and subsisting lease of said premises under a written Lease Agreement dated May 16, 19 78, with Siluria Textiles, Inc.

as Landlord, for the term ending May 16, 19 83, providing for the payment of rentals in the amount of \$ 150.00 per month; that all rentals accrued to date are paid in full.

2. That until all indebtedness of Lessee to you of whatsoever kind or nature, whether now existing or hereafter created, have been paid in full and discharged, Lessee shall not cancel, surrender, modify or alter said lease, or assign the same or sublet said premises, or any part thereof to any person, firm, partnership, corporation, association or other entity, without first procuring your written consent, or the written consent of the holder or assignee of said indebtedness; and the Lessee agrees to pay all rentals coming due under said lease and to keep and perform all the terms, conditions and provisions of the lease.

3. That in the event any breach of default shall occur on the part of Lessee in the payment of said indebtedness or in any of the terms or provisions of this agreement or of the instruments evidencing or securing said indebtedness, then you or your assigns shall have the right, hereby expressly granted (without prior demand or notice and without thereby waiving or prejudicing any other rights, powers or remedies under said instruments) (a) to enter on said premises to take possession of said Goods for the purpose of protecting or removing the same and/or (b) to appoint any other person or concern to take over and operate said Goods on said premises, in which latter case Lessee hereby agrees on request to assign said lease to said appointee, and failing to do so then such appointee shall have the right to occupy said premises as sublessee of said premises for the unexpired term of said lease (less the last day of said term), provided such appointee shall in writing agree to pay direct to the Landlord the monthly rentals thereafter to become due under said lease. Neither you nor your assigns shall in any way be liable on said lease or liable for the failure of such appointee to pay rent, and Lessee hereby acknowledges that any such assignment or occupation of the premises shall not in any way relieve Lessee of the obligation to pay any and all rentals due or to become due under and pursuant to said Lease Agreement.



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WITNESS the Hand (s) and Seal (s) of Lessee the day and year above written.

Signed, Sealed and Delivered in the Presence of:

Hancey N. Lister

Fred M. Powell

(Name of Lessee)

By

(Officer- Partner- Owner)

By

(Officer- Partner- Owner)

P.O. Box 371 - Siluria, Alabama 35144

(Address)

ACKNOWLEDGMENT OF LESSEE'S SIGNATURE

STATE OF _____)

) SS:

COUNTY OF _____)

Before me, a notary public in and for said county and state, this

day of

May

, 1978

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, personally appeared Mr. Fred Powell

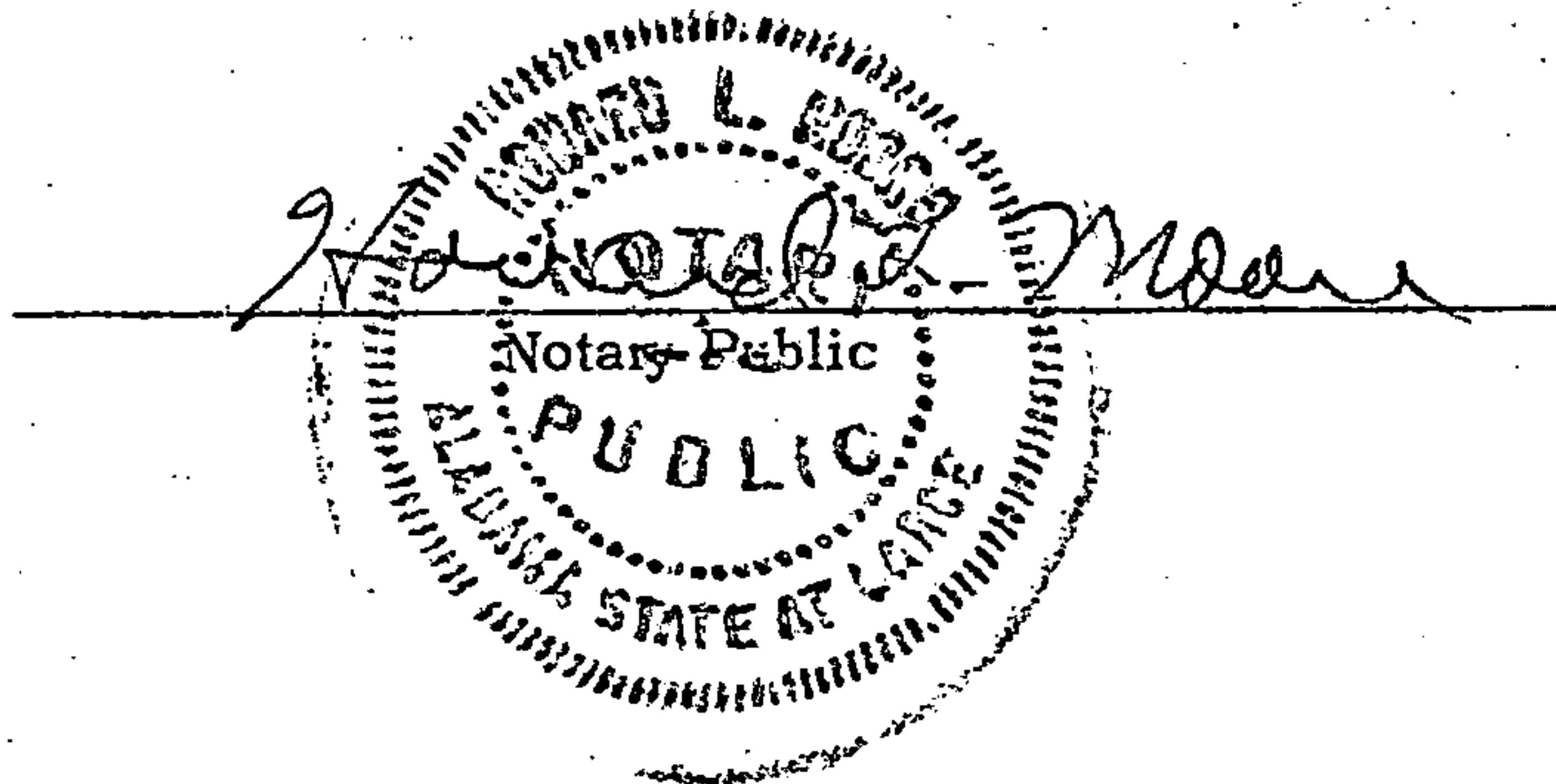
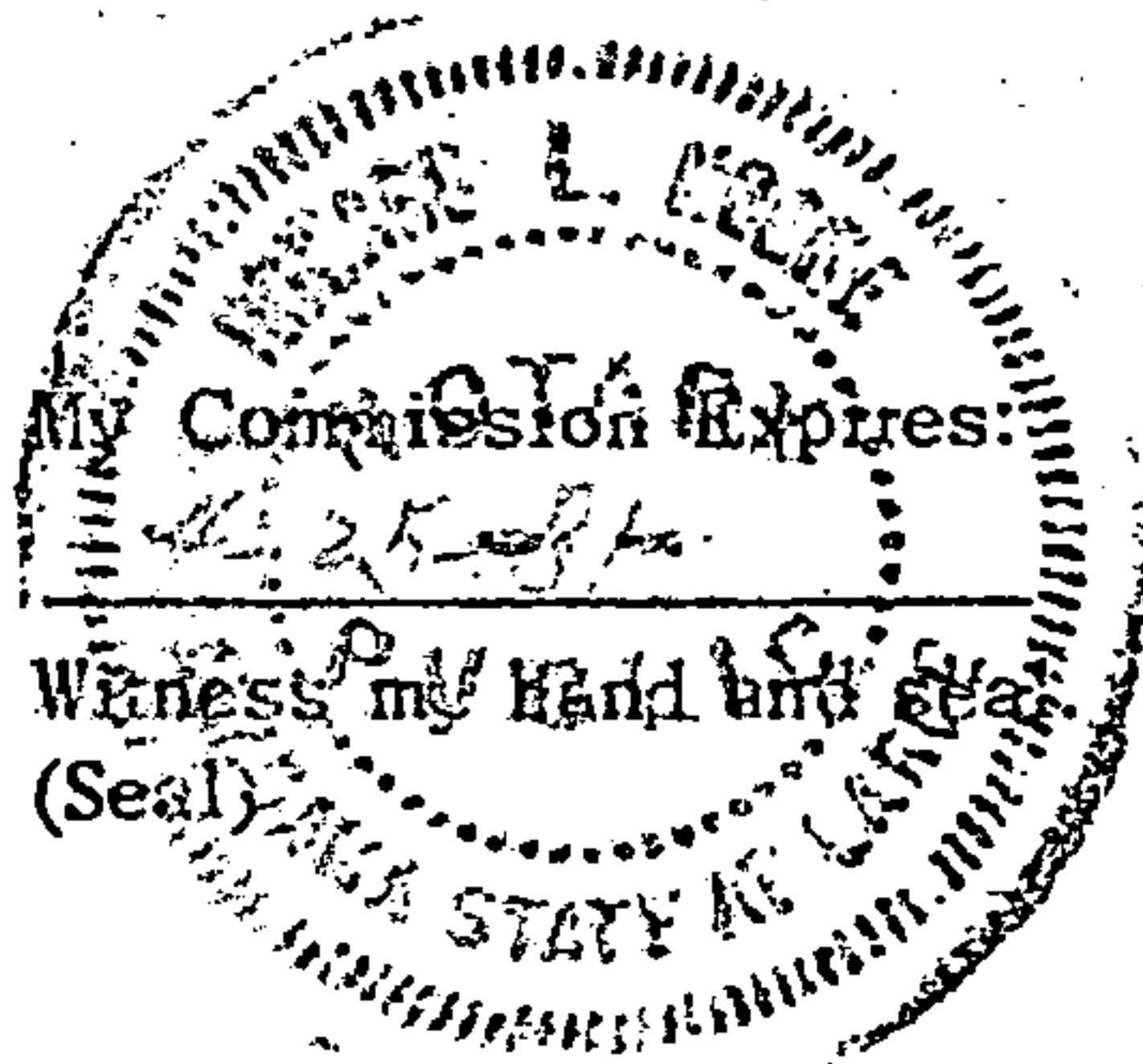
(if corporation-partnership, complete the following), a corporation-partnership, by

as

and

as

to me well known and acknowledged the foregoing Agreement to Assign Lease as _____ free act and deed.





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LANDLORD'S CONSENT TO ASSIGNMENT OF LEASE AND WAIVER OF LIEN

In consideration of the foregoing Agreement to Assign Lease (hereinafter called "Assignment"), executed by _____
(hereinafter called "Lessee") to _____
(hereinafter called "Secured Party"), and for other valuable consideration, the undersigned (hereinafter called "Landlord") under that certain lease agreement between Lessee and Landlord (hereinafter called "Lease"), hereby acknowledges receipt of the foregoing Assignment and approves and consents to the assignment of said Lease (or the subletting of said premises, as the case may be) in accordance with the provision of paragraph 3 of the foregoing assignment, notwithstanding any provision to the contrary in the Lease.

This consent is given only upon the following conditions:

- (1) The appointee to whom said Lease is so assigned (or to whom said premises are so sublet) shall in writing agree to pay Landlord the monthly rentals thereafter to become due under said Lease, and
- (2) The original Lessee shall nevertheless remain liable to Landlord for the prompt payment of the rentals and the performance of the provisions of said Lease.

Landlord does hereby waive and relinquish unto Secured Party all right of levy for rent, and all claims and demands of every kind against said Goods as described in the Agreement To Assign Lease on the obverse side hereof; this waiver to continue until Lessee shall have paid in full and discharged all indebtedness of whatsoever kind or nature, whether now existing or hereafter created, of Lessee to Secured Party. Landlord agrees that said Goods are now and shall hereafter be deemed personal property no matter in what manner or degree attached to said premises and shall not become part of the freehold. Landlord further agrees that said Goods may be repossessed and/or removed from said premises by Secured Party without notice and demand; and hereby consents to the entry upon said premises for such purposes.

Landlord further agrees that a copy of all notices sent under said Lease shall be sent to Secured Party and, in addition thereto, to send to Secured Party a notice of default by said Lessee of any terms and conditions of said Lease. Landlord shall not cancel or void said Lease for a period of thirty (30) days after sending said notice of default, during which period Secured Party shall have the absolute right, at its sole discretion, to cure said default. Landlord shall not sell, convey, transfer or assign its interest in said premises to any other person, firm, co-partnership, corporation or other entity without having sent thirty (30) days notice to Secured Party. Whenever used herein, the term "Secured Party" shall include its successors and assigns.

WITNESS the hand (s) and seal (s) of Landlord the day and year above written.

Signed, Sealed and Delivered in the Presence of:

James D. Hulse

SILURIA TEXTILES, INC.

(Name of Landlord)

By Ed Hulse Vice President
(Officer-Partner-Owner)

By _____
(Officer-Partner-Owner)

(Address)



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(unrecorded)

ACKNOWLEDGMENT OF LANDLORD'S SIGNATURE

STATE OF ALABAMA)
) SS:
COUNTY OF SHELBY)

Before me, a notary public in and for said county and state, this 16th
day of MAY, 19 78, personally appeared E.V. GAUDIER

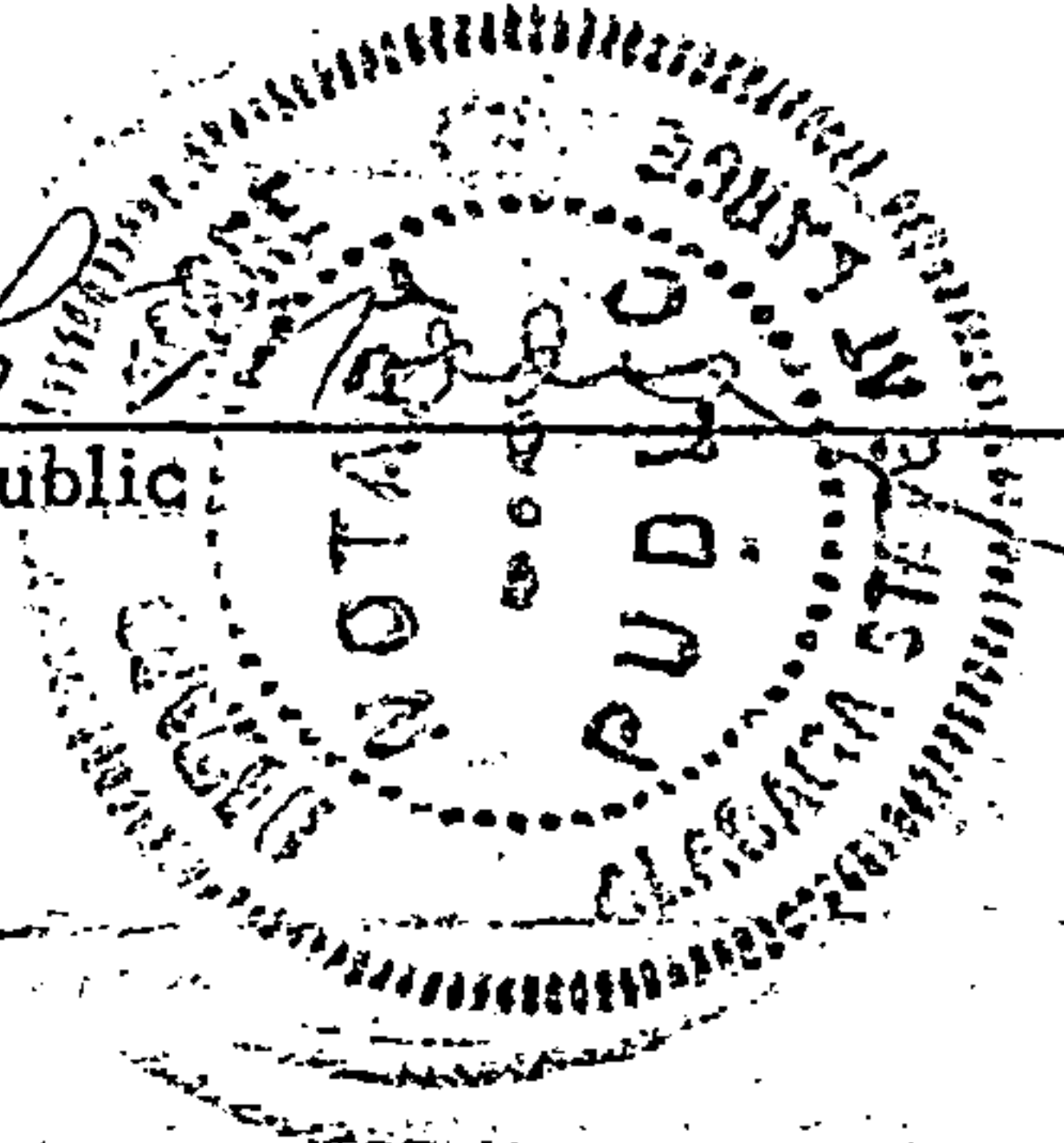
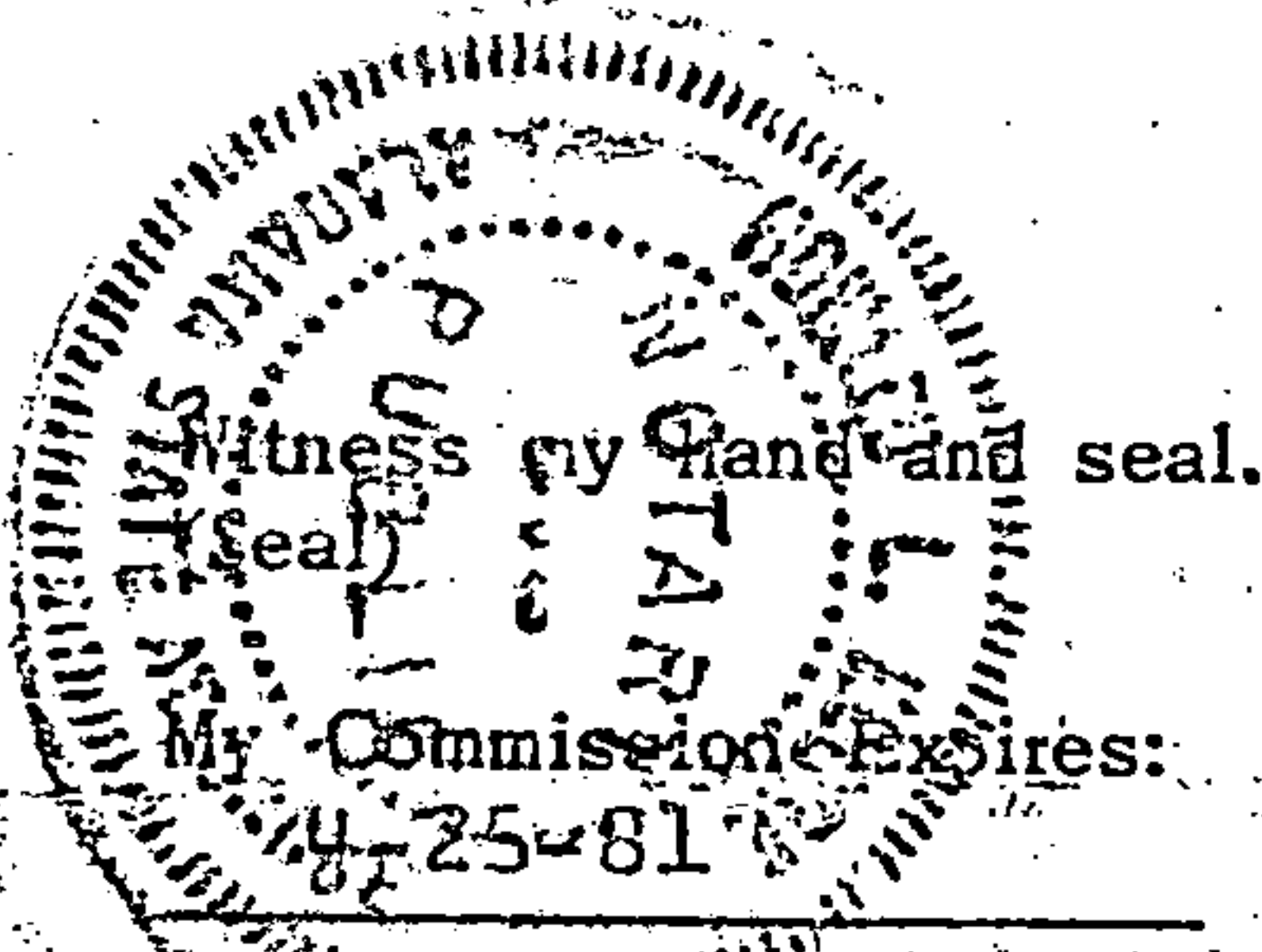
(if corporation-partnership, complete the following), a corporation-partnership, by _____

_____ as _____,

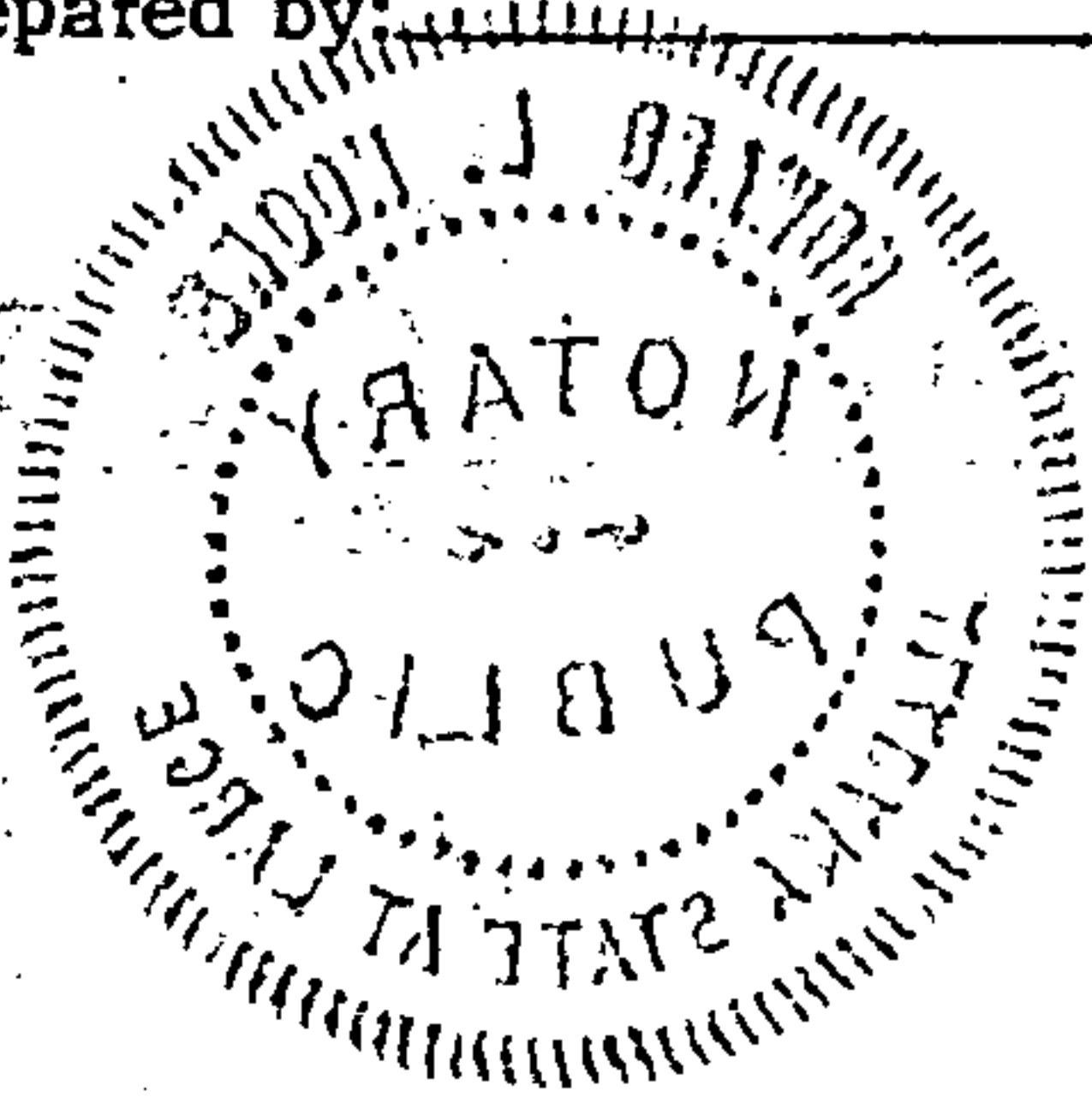
and _____ as _____,

to me well known and acknowledged the foregoing Landlord's Consent to Assignment of Lease and Waiver of Lien
as _____ free act and deed.

[Signature]
Notary Public



This Instrument prepared by: _____



BOOK 26 PAGE 659



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SCHEDULE "A"

- (1) One Detrex Model 890 Dry to Dry Cleaning Unit, 136, 230/60/3.
(1) One Puritan Heat Exchanger.
(1) One Cissell Vacuum Spotting Board.
(1) One 3 H.P. Saylor-Beale vertical air Compressor.
(1) One Rema P.P. Z Air Vacuum.
(1) One Halstead Mitchell 5-ton Tower, w/pump & remote tank.
(1) One Forenta 48 F & R Legger Press, Rt. Hand, Auto timing, w/attachment for iron.
(1) One 350 Garment Conveyor, Model 977cfps Standard controls and motor.
(1) One Puff Iron, 3 way unit, 38 in. triple table less vacuum.
(1) One "Genie" Form Finisher, Model FG-2 115/60/1.
(1) One 3-pound Steam-Electric Iron w/thumb switch.
(2) Two Hang Racks, 6 ft. length, on rollers.
(1) One Fulton 10 H.P., gas fired, Boiler, Model FB-010-A.
(1) One Return system for Boiler, Model BCT-10, single phase.
(1) One Clothing Scale.
(2) Two 6-Bushel Clothes Carts.
(1) One Barometric Control for Boiler.
(12) Twelve 30-pound Speed Queen Drying tumblers, Model 30BG.
(10) Ten Speed Queen top load washing machines, Model 3971.
Medico money boxes, 35¢ coin slides.
(3) Three Speed Queen Super load washer/extractors, CL3381.
(1) One CID-10 Bulkhead, rt. side for washer/extractor.
(2) Two CID-10 Bulkheads, regular.
(1) One Double Face Dry Cleaning and Laundry sign Model 780C.
(10) Ten Laundry Carts with hang racks.
(1) One Sol-O-Matic seating modules, 4 sections.
1-2 seat module 1-2 seat module with TS-1 Table.
1-3 seat module 1-4 seat module.
(4) Four Clothes Folding Tables.
(2) Two BA 8000 Essick Coolers with diffusers, pumps, float valve kits, and 6 position switches.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1978 AUG -8 PM 3:02

Thomas P. [Signature]
JUDGE OF PROBATE

Re. 7.5
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