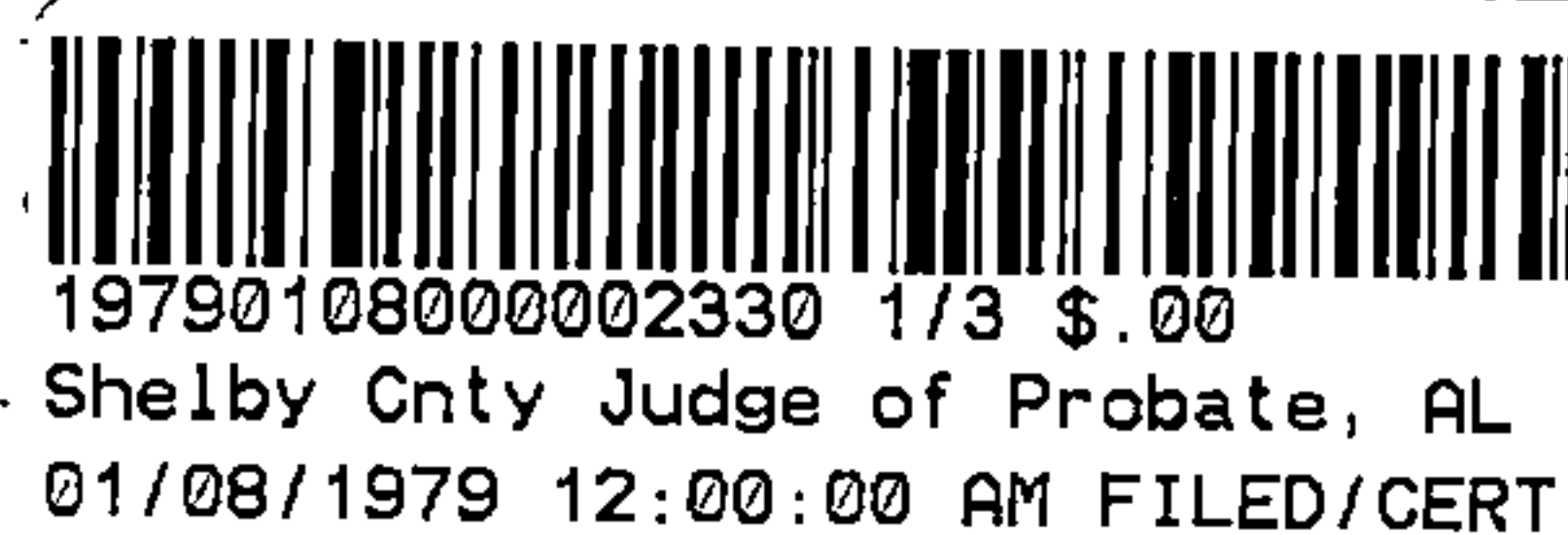


This assignment is given as additional security.

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STATE OF ALABAMA

COUNTY OF JEFFERSON



ASSIGNMENT OF LEASE AND RENT

THIS AGREEMENT made this 26th day of December,
1978, by and between Norman L. Collum and Jean C. Collum
("Assignor") and Colonial Financial Service, Inc.
("Assignee").

W I T N E S S E T H:

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FOR VALUE RECEIVED and as additional security for the
payment of any and all indebtedness owed by Assignor to Assignee
including that indebtedness evidenced by promissory note of even
date herewith of \$ 27,000.00 executed by Assignor to Assignee
and as additional security for the performance of all the terms,
conditions and obligations on the part of Assignor contained in
that certain mortgage of even date herewith securing said note,
Assignor hereby transfers and assigns to Assignee, its successors
and assigns, the rents, profits, rights and benefits from the
BOOK following described property, lying and being situated in
Shelby County, Alabama, to-wit:

Lot No. 42, as shown on a map recorded in Map Book 5, page 10, in the Probate Office
of Shelby County, Alabama, entitled "Property Line Map, Siluria Mills" prepared by
Joseph A. Miller, Reg. Civil Engineer on October 5, 1965, and being more particularly
described as follows: Begin at the intersection of the Northerly right of way line
of 3rd Avenue West and the Westerly right of way line of Mill Street, said right
of way lines as shown on the Map of the Dedication of the Streets and Easements, Town
of Siluria, Alabama; thence Northeasterly along said right of way line of 3rd Avenue
West for 136.94 feet; thence 91 degrees 50 minutes 04 seconds left and run Northwesterly
for 147.06 feet; thence 85 degrees 37 minutes, 31 seconds left and run Southwesterly
for 136.26 feet; thence 93 degrees 50 minutes 25 seconds left and run Southeasterly
for 153.08 feet to the point of beginning.

Assignor hereby assigns and sets over unto Assignee the
following described lease covering said real estate, to-wit:

Lease dated December 20, 1978, to Jimmy Stagner, for a period of 12 months.

It is agreed and understood that the terms "rent," "profits,"
"rights," and "benefits" hereinabove used specifically include all
such benefits whether specifically included in said lease and include
all after acquired leases of said real estate hereinabove described
and all other benefits acquired after the execution of this ASSIGNMENT.

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Assignor hereby warrants and represents that it is the owner of said lease and that said lease is free from any other pledge, assignment or lien and that the rent due thereunder is current and that no rent due in the future has been prepaid or anticipated and that Assignor will not permit the tenant under said lease to pay any rent in advance of the due date of such rent nor permit the payment of rent in any medium other than lawful money of the United States of America, nor anticipate, discount, compromise, forgive, encumber, pledge or assign the rent or any part thereof or the lease or any interest therein and will not amend, alter, modify or terminate the lease of said real estate without the written consent of Assignee, its successors and assigns.

It is understood and agreed that Assignor may continue to collect said rent as it becomes due and that Assignee will not make demand therefor nor collect the same unless and until there has been a default in any payment evidenced by any note executed by Assignor to Assignee or default in any of the covenants and agreements contained in any mortgage securing the same or contained herein.

Assignor hereby authorizes and empowers Assignee upon any default by Assignor to collect the rent, profits, rights and benefits when the same shall become due, upon demand for payment therefor by Assignee, its successors and assigns. The term of this ASSIGNMENT shall terminate and this ASSIGNMENT shall be and become null and void upon payment in full to Assignee of all indebtedness owed by Assignor to Assignee.

Nothing herein contained shall be construed as making Assignee, its successors and assigns, a mortgagee in possession or imposing the duties of the lessor unless, after default in the above referred to mortgage for which this is security, Assignee, at its option, should elect to assume the duties and privileges of the lessor, nor shall Assignee be liable for laches or failure to collect said rents, profits, rights and benefits, and it is understood and agreed that Assignee is to account only for such sums actually collected by it.

IN WITNESS WHEREOF, Assignor has hereunto set his hand and seal, this 26th day of December, 19 78.

1979010800002330 2/3 \$.00
Shelby County Judge of Probate, AL
01/08/1979 12:00:00 AM FILED/CERT

WITNESSES:

Norman L. Collum
Norman L. Collum

Jean C. Collum
Jean C. Collum

19790108000002330 3/3 \$.00
Shelby Cnty Judge of Probate, AL
01/08/1979 12:00:00 AM FILED/CERT

STATE OF ALABAMA
COUNTY OF JEFFERSON

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I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Norman L. Collum & Jean C. Collum, whose names ~~is~~ ^{are} signed to the foregoing instrument, and who ~~is~~ ^{are} known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 26th day of December, 19 78.

Linda Headley
Notary Public

[NOTARIAL SEAL]

My commission expires 6/24/80

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1979 JAN 18 AM 8:55
Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Rev. 4.50
Ind. 1.00
\$5.50