

526  
ASSIGNMENT OF RENTS AND LEASES

THIS AGREEMENT made this 12<sup>th</sup> day of February, 1979

by and between Daniel M. Spitler and Janice C. Spitler  
("ASSIGNOR"), and Central Bank of Birmingham ("ASSIGNEE").

W I T N E S S E T H:

FOR VALUE RECEIVED and as additional security for the payment of any and all indebtedness owed by ASSIGNOR to ASSIGNEE including that certain note in the amount of One Hundred Four Thousand and No/100-----Dollars (\$ 104,000.00 ) executed by the ASSIGNOR to the ASSIGNEE (the "Note") and as additional security for the performance of all of the terms, conditions and obligations on the part of the ASSIGNOR contained in that certain Mortgage (the "Mortgage") of even date herewith covering the property described herein and securing said Note, ASSIGNOR hereby transfers the rents, issues, profits, revenues, royalties, rights and benefits from the following described property, lying and being situated in Shelby County, Alabama.

See attached legal description.

19790215000018350 1/5 \$.00  
Shelby Cnty Judge of Probate, AL  
02/15/1979 12:00:00 AM FILED/CERT

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

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

It is understood and agreed that ASSIGNOR may continue to collect said rents as they become due and that the ASSIGNEE will not make demand therefor nor collect the same unless and until there has been a default in any payment evidenced by the Note executed by ASSIGNOR to ASSIGNEE or default in any of the covenants and agreements contained in the Mortgage or covenants and agreements contained herein or in any of the loan documents.

BOOK 29 PAGE 475

Daniel M. Spitler

The ASSIGNOR hereby warrants and represents that ASSIGNOR is the owner of said leases and that said leases are free from any other pledge, assignment or lien and that the rent due thereunder is current and that no rents due in the future have been prepaid or anticipated and that ASSIGNOR will not permit the tenants under said leases to pay more than one month's rent in advance unless approved by ASSIGNEE, nor permit the payment of rent in any medium other than lawful money of the United States of America, nor anticipate, discount, compromise, forgive, encumber, pledge, or assign the rents or any part thereof or any lease or any interest therein and will not amend, alter, modify, terminate or accept a surrender of any lease of said premises without the written consent of the ASSIGNEE, its successors and assigns.

ASSIGNOR hereby authorizes the ASSIGNEE to give notice in writing of this assignment and of any default specified above at any time to any tenant under any or all said leases, and does hereby direct any and all tenants under the afore-said leases, upon notice of default, to pay such rents as are then or shall thereafter become due, to ASSIGNEE, its successors or assigns. ASSIGNOR hereby authorizes and empowers ASSIGNEE to collect and give valid receipt for all rents as they shall become due.

ASSIGNOR hereby authorizes and empowers ASSIGNEE upon any default by ASSIGNEE to collect the rents, issues, profits, revenues, royalties, rights and benefits after the same shall become due, upon demand for payment therefor by the ASSIGNEE, its successors and assigns.

Violation of any of the covenants, representations and provisions contained herein by the ASSIGNOR shall be deemed a default under the terms of said Note and Mortgage.

The term of this assignment shall terminate and this assignment shall be and become null and void upon payment in full to the ASSIGNEE of all indebtedness owed by ASSIGNOR to ASSIGNEE pursuant to said Note.

Nothing herein contained shall be construed as making the ASSIGNEE, its successors and assigns, a mortgagee in possession or imposing the duties of the lessor unless, after default in the Mortgage or Note executed by ASSIGNOR to ASSIGNEE, for which this is security, the ASSIGNEE, at its option, should elect to assume the duties and privileges of the lessor, nor shall the ASSIGNEE be liable for laches or failure to collect said rents, issues, profits, revenues, royalties,



19790215000018350 2/5 \$.00  
Shelby Cnty Judge of Probate, AL  
02/15/1979 12:00:00 AM FILED/CERT

BOOK 29 PAGE 476



rights and benefits and it is understood and agreed that the ASSIGNEE is to account only for such actually collected by it.

The acceptance of this agreement by ASSIGNEE shall not be construed as a waiver by if of any of its rights under the terms of the Note and the Mortgage, or of its right to enforce payment of the indebtedness of aforementioned in strict accordance with the terms and provisions of the Note and the Mortgage.

All covenants and agreements herein contained on the part of either party shall apply to and bind their respective heirs, executors, administrators, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the said ASSIGNOR has hereunto set his hand and seal, this 12~~th~~ day of February, 1979.

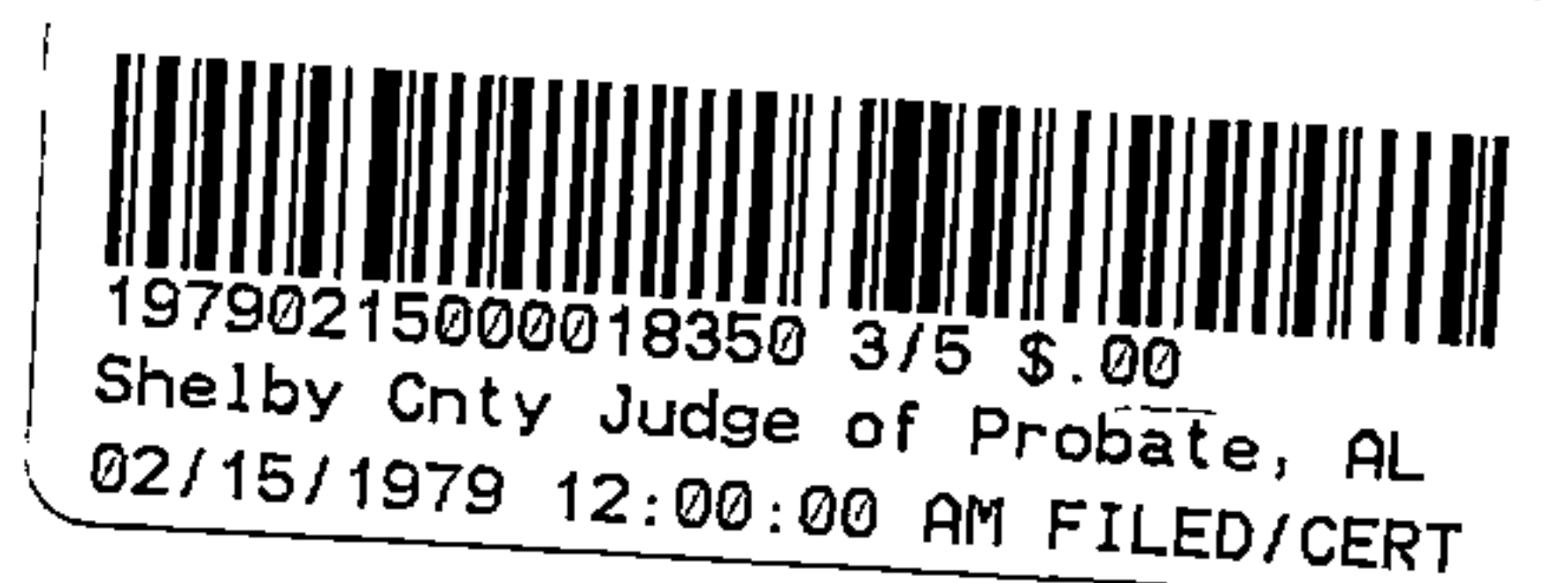
Daniel M. Spitler (SEAL)  
Daniel M. Spitler

Janice C. Spitler (SEAL)  
Janice C. Spitler

\_\_\_\_ (SEAL)

\_\_\_\_ (SEAL)

\_\_\_\_ (SEAL)



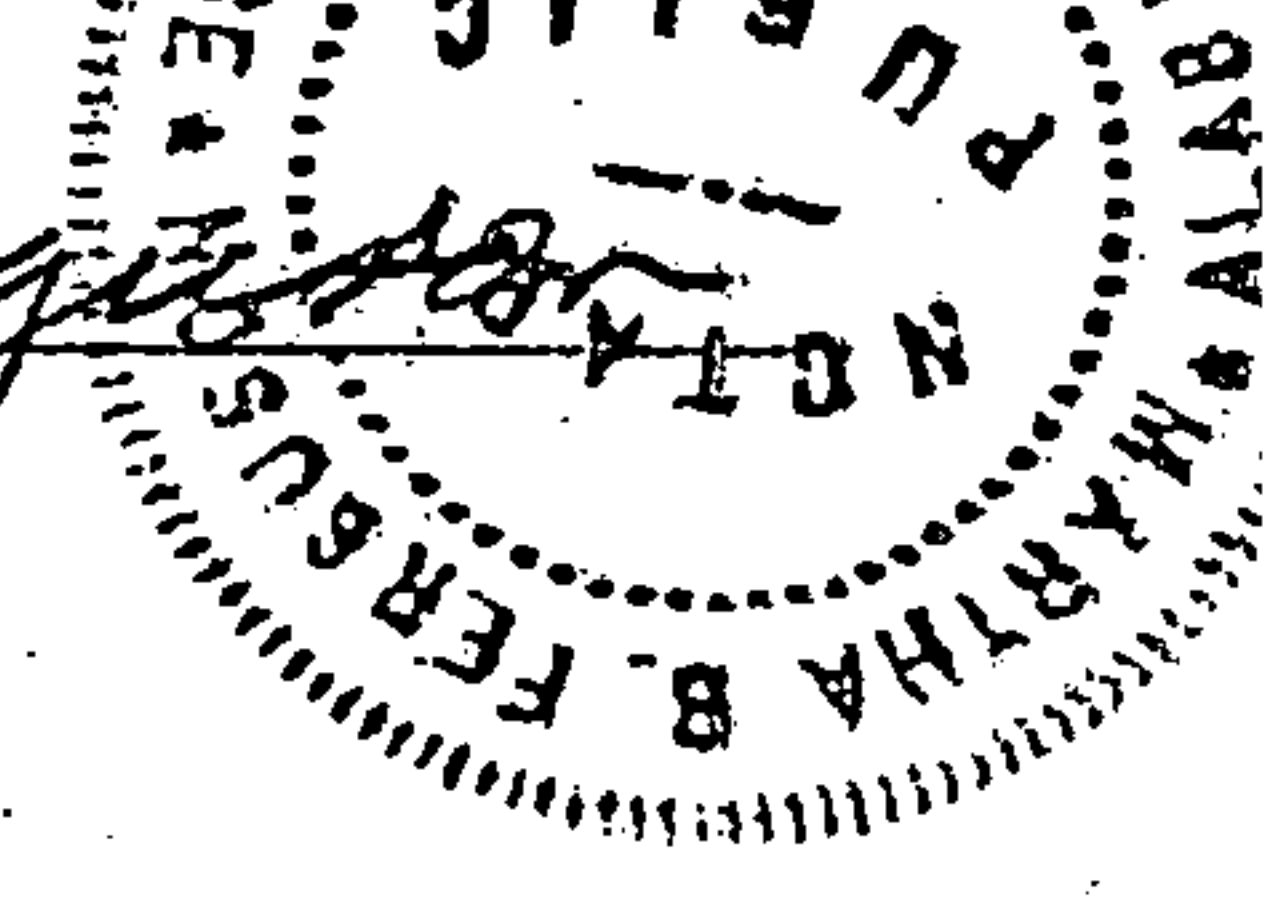
STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, the undersigned, a Notary Public, State at Large, in said State, hereby  
certify that Daniel M. Spitler and Janice C. Spitler

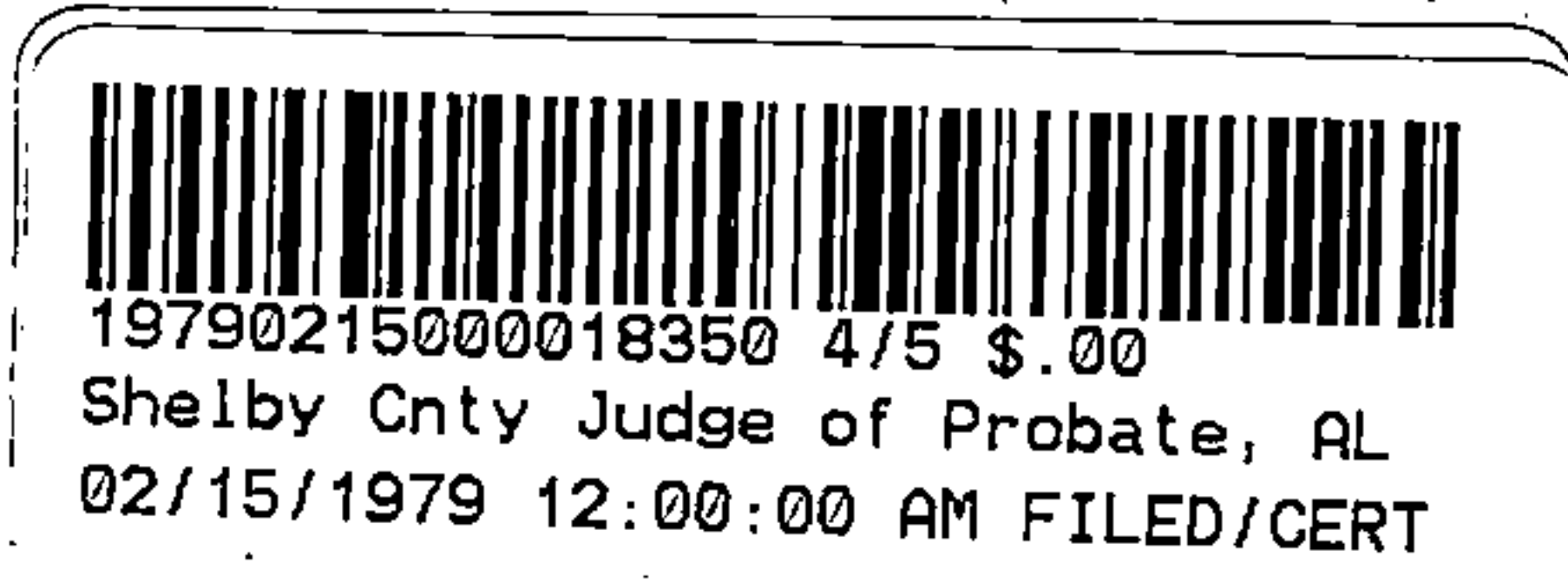
whose name(s) are signed to the foregoing conveyance and who is (are) known to me,  
acknowledged before me on this day that being informed of the contents of this  
conveyance, he/she (they) executed the same voluntarily on the day the same bears  
date.

Given under my hand and official seal this the 12th day of February, 1979.

Martha B. Ferguson  
NOTARY PUBLIC



STATE OF )  
COUNTY OF )



I, the undersigned, a Notary Public, State at Large, in said State, hereby  
certify that \_\_\_\_\_ whose name as \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_,  
is signed to the foregoing conveyance, and who is known to me, acknowledged before me,  
on this day that being informed of the contents of such conveyance, he, as such  
officer and with full authority, executed the same voluntarily for and as the act of  
said \_\_\_\_\_.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

BOOK 29 PAGE 478

Exhibit "A"

Lot 5 Chandalar South Office Park as shown by Survey recorded in Map Book 6  
page 135 in the Probate Office of Shelby County, Alabama.



19790215000018350 5/5 \$.00  
Shelby Cnty Judge of Probate, AL  
02/15/1979 12:00:00 AM FILED/CERT

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
DOCUMENT WAS FILED

1979 FEB 15 AM 10:29

*Thomas A. Snowden, Jr.*  
JUDGE OF PROBATE

*Rec. 750*  
*Ind. 100*  
*850*

29 PAGE 479

BOOK

*Daniel M. Lintler*