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ASSIGNMENT  
OF  
ASSIGNMENT OF RENTS

STATE OF ALABAMA )

SHELBY COUNTY )



Shelby Cnty Judge of Probate, AL  
05/01/1980 12:00:00 AM FILED/CERT

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, the undersigned MMI GROUP, INC., a Nevada corporation, hereby transfers, assigns and sets over to INTERSTATE LIFE & ACCIDENT INSURANCE COMPANY, a Tennessee corporation with principal office at 540 McCallie Avenue, Chattanooga, Tennessee 37402, its successors and assigns, all of its right, title, claim and interest in and under that certain Assignment of Rents executed as of January 18, 1980 by Insurance Properties, Ltd., an Alabama limited partnership, in favor of the undersigned MMI Group, Inc.

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A copy of said Assignment of Rents is attached hereto as Attachment I and made a part hereof.

IN WITNESS WHEREOF, MMI Group, Inc. has caused this Assignment to be executed in its name and on its behalf, and its corporate seal to be affixed, by its duly authorized officers on this 30 day of April, 1980.

MMI GROUP, INC.

ATTEST:

By [Signature]  
President

[Signature]  
Secretary



*Johnston, Burton, Proctor et al  
12th Floor - Bank for Sav. Bldg.  
Bham - Ala - 35203*

ASSIGNMENT OF RENTS

STATE OF ALABAMA     )

SHELBY COUNTY        )



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Shelby Cnty Judge of Probate, AL  
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KNOW ALL MEN BY THESE PRESENTS, that the undersigned INSURANCE PROPERTIES, LTD., a limited partnership under the Alabama Limited Partnership Act pursuant to an Agreement and Certificate of Limited Partnership duly filed and recorded in the Office of the Judge of Probate of Shelby County, Alabama (the "Assignor"), in consideration of the sum of \$1.00 and other valuable considerations in hand paid to Assignor by MMI GROUP, INC., a Nevada corporation (the "Assignee"), receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto Assignee, its successors and assigns, all the rents, issues and profits now due and which may hereafter become due under or by virtue of any leases presently or hereafter made whether written or verbal, or any letting of or agreement for the use or occupancy of any part of the real estate described in Exhibit A attached hereto.

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This agreement is made as additional security for the payment of indebtedness owed by Assignor to Assignee in the amount of \$400,000.00 with interest thereon as evidenced by a Promissory Note in said amount (the "Note") executed and delivered by Assignor to Assignee on the date hereof, and as additional security for the full and faithful performance by Assignor of all of the terms and conditions of said Note and of a certain Mortgage and Security Agreement of even date herewith ("Mortgage") executed and delivered by Assignor to Assignee on the property described in Exhibit A to secure the payment of the Note.

Assignor agrees to duly operate and maintain the aforesaid property and perform all requisites on its part to keep any and all leases of said property in full force.

Assignor agrees that this agreement shall cover all future leases, whether written or verbal, or any letting of, or any agreement for the use or occupancy of, any part of said premises.

Assignor further agrees that it will not assign the rent or any part of the rent of said premises, nor collect rents under any leases or other agreements relating to use of any part of the property described in Exhibit A for a period further in advance than sixty (60) days without

the written consent of the Assignee, nor do any other act whereby the lien of the aforesaid Mortgage may, in the opinion of Assignee, be impaired in value or quality.

Assignor further agrees that this Assignment is to remain in full force and effect so long as the Note remains unpaid and that it may be enforced by Assignee, its successors and assigns, or the holder of the Note.

It is expressly understood and agreed by Assignor and Assignee hereof that said Assignor reserves, and is entitled to collect, said rents, income and profits upon, but not prior to, their accrual under the aforesaid leases, and to retain, use and enjoy the same unless and until Assignor defaults in the performance of any of the terms and conditions of the Note or the Mortgage or this Assignment.

Assignor does hereby authorize and empower Assignee, its successors and assigns, or the holder of the Note, to collect upon demand, after any default hereunder or under either the Mortgage or Note, all of the rents, issues and profits now due or which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of said premises, and to take such action, legal or equitable, as may be deemed necessary to enforce payment of such rents, issues and profits. Any lease making such payment to Assignee shall be under no obligation to inquire into or determine the actual existence of any default claimed by Assignee.

Any amounts received or collected by Assignee, its successors or assigns, by virtue of this agreement shall be applied for the following purposes, but not necessarily in the order named, priority and application of such funds being within the sole discretion of the holder of the Note:

(1) to the payment of all necessary expenses for the operation, protection and preservation of said premises, including the usual and customary fees for management services;

(2) to the payment of taxes and assessments levied and assessed against the property described herein as said taxes and assessments become due and payable;

(3) to the payment of premiums due and payable on any insurance policy relating to said premises;

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(4) to the payment of installments of principal and interest on the Note as and when they become due and payable pursuant to the terms of said Mortgage; and

(5) the balance remaining after payment of the above shall be paid to the person or persons legally entitled thereto.

Assignor hereby agrees to indemnify Assignee and to save it harmless from any and all liability, loss or damage which Assignee might incur under said leases or by virtue of this Assignment and from any and all claims and demands whatsoever which may be asserted against Assignee thereunder or hereunder, and, without limiting the generality of the foregoing, covenant that this Assignment, prior to any such default by said Assignor and entry upon the premises by said Assignee by reason thereof, shall not operate to place responsibility for the control, care, management or repair of said premises upon Assignee, nor the carrying out of any of the terms and conditions of said leases; nor shall it operate to make Assignee responsible or liable for any waste committed on the property by the tenants or any other party, or for any negligence in the management, upkeep, repair or control of said premises resulting in loss or injury or death to any tenant, licensee, invitee, employee, stranger or other person.

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This Assignment shall be equally binding upon and shall inure equally to the benefit of the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Assignor has caused these presents to be executed for and in its name and on its behalf by its General Partners on this the 18th day of January, 1980.

INSURANCE PROPERTIES, LTD.,  
an Alabama limited partnership

WITNESS:

Sue Day

WITNESS:

Michael L. ...

By [Signature]  
General Partner

By [Signature]  
General Partner

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LEGAL DESCRIPTION:

A parcel of land located in the Northwest 1/4 of Section 6, Township 20 South, Range 2 West, Shelby County, Alabama, more particularly described as follows: Commence at the Northeast corner of the Northwest 1/4 of said Section 6; thence in a Southerly direction, along the East line of said Northwest 1/4, a distance of 446.20 feet; thence 53 degrees 05 minutes 00 seconds right, in a Southwesterly direction, a distance of 832.0 feet to the Point of Beginning; thence continue along last described course a distance of 200.0 feet; thence 89 degrees 22 minutes 58 seconds left, in a Southeasterly direction, a distance of 222.83 feet to a point on a curve to the left, said curve having a radius of 1825.86 feet and a central angle of 4 degrees 37 minutes 15 seconds; thence 90 degrees 11 minutes 47 seconds left, to tangent of said curve; thence along arc of said curve, in a Northeasterly direction, a distance of 147.25 feet to end of said curve; thence continue in a Northeasterly direction a distance of 55.55 feet; thence 85 degrees 48 minutes 09 seconds left, in a Northwesterly direction, a distance of 213.90 feet to the Point of Beginning.

A parcel of land located in the Northwest 1/4 of Section 6, Township 20 South, Range 2 West, Shelby County, Alabama, more particularly described as follows: Commence at the Northeast corner of the Northwest 1/4 of said Section 6; thence in a Southerly direction, along the East line of said Northwest 1/4, a distance of 446.20 feet; thence 53 degrees 05 minutes 00 seconds right, in a Southwesterly direction, a distance of 1032.0 feet to the Point of Beginning; thence continue along last described course a distance of 200.0 feet; thence 90 degrees left, in a Southeasterly direction, a distance of 211.36 feet; thence 84 degrees 37 minutes 30 seconds left, in a Northeasterly direction, a distance of 50.62 feet to the beginning of a curve to the left, said curve having a radius of 1825.86 feet and a central angle of 4 degrees 37 minutes 15 seconds; thence along arc of said curve, in a Northeasterly direction, a distance of 147.25 feet to end of said curve; thence 89 degrees 48 minutes 13 seconds left, from tangent of said curve in a Northwesterly direction, a distance of 222.83 feet to the Point of Beginning.

Subject to:

1. Transmission line permits to Alabama Power Company recorded in Deed Book 101, Page 506, and in Deed Book 112, Page 258, in Shelby County Probate Office.
2. Permit to Postal Telegraph Cable Company dated January 1, 1926, recorded in Deed Book 80, Page 37, in said Probate Office.

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

1980 MAY -1 AM 9:00

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

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



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EXHIBIT A

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