

ASSIGNMENT OF RENTS

STATE OF ALABAMA)
 SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, That the undersigned
 Columbiana Properties, Ltd., an Alabama limited partnership
 hereinafter called "Assignor"), in consideration of the sum of
 One Dollar (\$1.00) and other good and valuable consideration in
 hand paid to Assignor by the First National Bank of Columbiana
 (hereinafter called "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 Schedule A
 attached hereto.

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 This assignment is made as additional security for the
 payment of an indebtedness due by Assignor to Assignee in the
 amount of ^{Seventy}~~Ninety~~ Thousand and no/100 Dollars (^{70,000.00}~~\$90,000.00~~) with *WR*
 interest thereon and as additional security for the full and
 faithful performance by Assignor of all the terms and conditions
 of the Mortgage Note given to evidence the same.

Assignor agrees to duly operate and maintain the
 aforesaid property and perform all requisites on his 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 he 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 Schedule 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 the 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 Mortgage Note remains unpaid and that it may be enforced by Assignee, its successors and assigns, or the holder of the Mortgage 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, uses and enjoy the same unless and until Assignor defaults in the performance of the terms and conditions of the Mortgage Note or the Mortgage or this Assignment.

Assignor does hereby authorize and empower Assignee, its successors and assigns, or the holder of the Mortgage Note, to collect upon demand, after any default hereunder of either the Mortgage or Mortgage 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 lessee 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, his 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 Mortgage 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;

(4) to the payment of installments of principal and interest on the Mortgage 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 for, 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 waster 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.

IN WITNESS WHEREOF, Assignor has caused these presents to be executed for and in its name by its duly authorized official on this the 7th day of December, 1982.

COLUMBIANA PROPERTIES, LTD.

BY Wayne Rasco
General Partner

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority in and for said county in said State, hereby certify that Wayne Rasco, whose name as General Partner of Columbiana Properties, Ltd., an Alabama limited partnership, 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, he, as such official and with full authority, executed the same voluntarily for and as the act of said limited partnership.

Given under my hand and official seal this the 7th
day of December, 1982.

Cynthia L. Etes
Notary Public

)NOTARIAL SEAL)

My Commission Expires: Oct. 17, 1983

EXHIBIT "A"

Commence at the Southwest corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 26, Township 21 South, Range 1 West; thence run North along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 215.31 feet to the South R/W line of Alabama Highway No. 70; thence turn an angle of 89 degrees 05 minutes 33 seconds to the right and run along said R/W a distance of 153.90 feet to the P.C. of a R/W curve; thence continue along said R/W curve (whose Delta Angle is 14 degrees 06 minutes 08 seconds to the right, Radius is 1931.32 feet, Tangent is 238.88 feet, Length of Arc is 475.35 feet) to a point on said R/W curve, and the point of beginning; thence turn an angle of 88 degrees 59 minutes 54 seconds to the right, from tangent of said curve, and run a distance of 210.00 feet; thence turn an angle of 85 degrees 52 minutes 54 seconds to the left and run a distance of 210.00 feet; thence turn an angle of 94 degrees 07 minutes 06 seconds to the left and run a distance of 210.00 feet to a point on the South R/W line of Alabama Highway No. 70; thence turn an angle of 82 degrees 45 minutes 54 seconds to the left to the tangent of said R/W curve, and continue along said R/W curve (whose Delta Angle is 06 degrees 13 minutes 59 seconds to the left, Radius is 1931.32 feet, Tangent is 105.15 feet, Length of Arc is 210.10 feet) to the point of beginning.
Situating in Shelby County, Alabama.

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James A. Hamilton, Jr.
JUDGE OF PROBATE

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