

STATE OF ALABAMA )  
                          )  
JEFFERSON COUNTY )

ASSIGNMENT OF RENTS

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KNOWN ALL MEN BY THESE PRESENTS, that the undersigned Randal L. Wyatt, as Trustee, of the Wyatt Children's Trust dated 11/24/83, hereinafter called the Assignor, in consideration of the sum of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto First Alabama Bank, a state banking association, hereinafter called the 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 lease, whether written or verbal, or any letting of, or agreement for the use or occupancy of any part of the following described premises:

SEE EXHIBIT "A" ATTACHED

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This Agreement is made as additional security for the payment of One Principal Note hereinafter called the Mortgage Note, dated July 9, 1985, for \$ 300,000.00 with interest as stipulated therein, executed and delivered by the Assignor to the Assignee, and as additional security for the full and faithful performance by the Assignor of all the terms and conditions of a certain Mortgage dated July 9, 1985, executed and delivered by the Assignor to the Assignee to secure the payment of the Mortgage Note and covering the above described premises.

*First Ala. Bank.*

SCHEDULE "A"

A parcel of land located in the N $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 31, Township 19 South, Range 2 West, more particularly described as follows:  
Commence at the NE corner of the SW $\frac{1}{4}$  of NW $\frac{1}{4}$  of said Section 31, thence in an easterly direction, a distance of 452.73 feet; thence 86 degrees 31 minutes 40 seconds right, in a southerly direction, a distance of 1321.78 feet; thence 47 degrees 06 minutes right, in a southwesterly direction a distance of 250.20 feet to a point in the approximate center line of an existing road; thence 100 degrees 04 minutes 45 seconds left, in a southeasterly direction along said approximate center line a distance of 380.41 feet to the beginning of a curve to the right, having a radius of 965.17 feet; thence in a Southeasterly direction along said curve and center line a distance of 344.53 feet; thence 104 degrees 48 minutes 33 seconds right from tangent to said curve, in a southwesterly direction, a distance of 230.09 feet to the point of beginning; thence continue along last described course, a distance of 136.40 feet; thence 90 degrees left, in a southeasterly direction a distance of 158.77 feet; thence 82 degrees 54 minutes 27 seconds right, in a southwesterly direction, a distance of 119.76 feet; thence 90 degrees left in a southeasterly direction, a distance of 75.00 feet; thence 92 degrees 57 minutes 01 seconds left, in a northeasterly direction, a distance of 225.20 feet to a point on a curve having a radius of 50.00 feet, last described course being radial to said curve; thence in a northerly direction along said curve to the right, a distance of 61.12 feet; thence 60 degrees 00 minutes left from tangent to said curve, in a northwesterly direction, a distance of 156.70 feet to the point of beginning.  
Situating in Shelby County, Alabama.

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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 assignment 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, not cancel or amend any lease now in existence or hereafter made, nor collect rents thereunder for a period further in advance than thirty (30) days without the written consent of the Assignee, not do any other act whereby the lien of the aforesaid Mortgage deed may, in the opinion of the Assignee, be impaired in value or quality.

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

It is expressly understood and agreed by the Assignor and the Assignee hereof that said Assignor reserves and is entitled to collect the 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 the Assignor defaults in the performance of the terms and conditions of said note or mortgage or this assignment.

Assignor does hereby authorized and empower the Assignee, its successors and assigns, or the holder of the Mortgage Note, to collect 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 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 Mortgage Note:

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(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 assesement become due and payable;

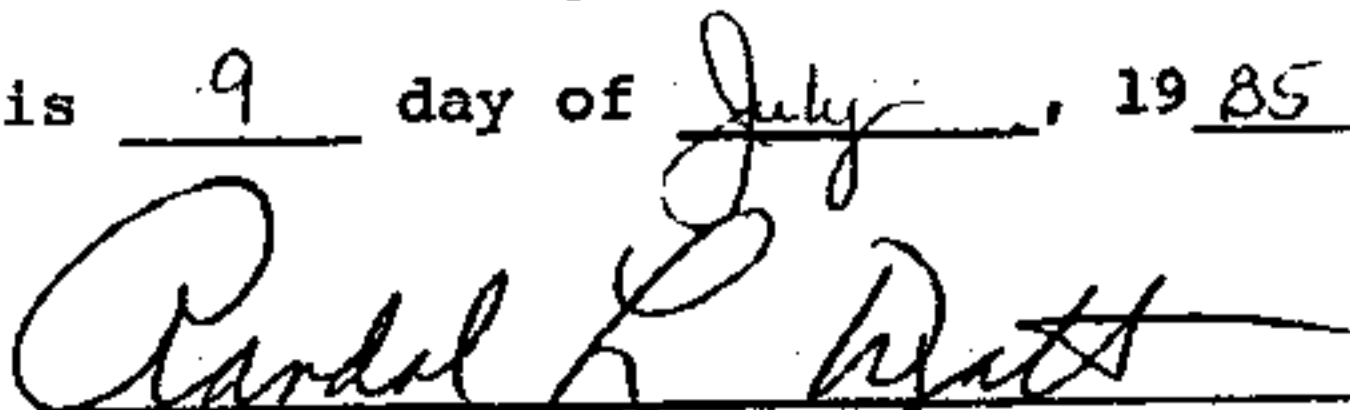
(3) to the payment of premiums due and payable on policies insuring said premises;

(4) to the payment of installments of principal and interest on the Mortgage Note as and when they become due and payable and to the payment of any other amounts which may 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 then owner of record of said premises.

The Assignor hereby agrees to indemnify the Assignee for, and to save it harmless from, any and all liability, loss or damage which the 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 the Assignee thereunder or hereunder, and, without limited the generality of the foregoing covenants that this assignment, prior to any such default by said Assignee 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 the Assignee, not the carrying out of any of the terms and conditions of said lease; nor shall it operate to make the 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.

IN WITNESS WHEREOF, the said Assignor has hereunto set its hands and seals on this 9 day of July, 19 85.

  
Randal L. Wyatt, as Trustee, of the Wyatt Children's Trust dated 11/24/83

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STATE OF ALABAMA )  
 )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Randal L. Wyatt, as Trustee, of the Wyatt Children's Trust dated 11/24/83, whose name(s) is(are) signed to the foregoing Assignment of Rents, and who is (are) known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he (they) executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 9 day of July, 19 85.

Catherine L. Jones  
Notary Public

my commission expires: 8-9-87

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STATE OF ALABAMA, SHERIFF CO.  
I CERTIFY THIS  
INSTRUMENT IS CORRECT

1985 JUL 22 AM 8:34

Thomas P. Henderson, Jr.  
JUDGE OF PROBATE

Rec. 1250  
Ind. 100  
1350