

EXHIBIT "A"

Parcel I:

A tract of land situated in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 4, Township 22 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Commence at the SE Corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 4, Township 22 South, Range 2 West; thence north along the east line of said $\frac{1}{4}$ - $\frac{1}{4}$ section 113.74 feet; thence 88 degrees 25 minutes 30 seconds left 619.11 feet to a point; thence 01 degrees 02 minutes 40 seconds left 30.01 feet to a point; thence 91 degrees 23 minutes 20 seconds right 30.01 feet to the point of beginning; thence continue along the last stated course 248.79 feet; thence 41 degrees 24 minutes 54 seconds left to a line, said line being tangent to a curve to the right, said curve having a central angle of 101 degrees 14 minutes 14 seconds and a radius of 40 feet; thence follow the arc of said curve for 70.68 feet to a point; thence 90 degrees 00 minutes 00 seconds left from tangent of preceding curve 163.84 feet to a point; thence 32 degrees 29 minutes 00 seconds right 87.02 feet; thence 93 degrees 31 minutes 40 seconds left 361.12 feet; thence 90 degrees 00 minutes 00 seconds left 539.94 feet to a point; thence 90 degrees 00 minutes 00 seconds left 417.26 feet to the point of beginning.

EXCEPT right of way for road as described in Deed Book 286, page 338 in the Probate Office of Shelby County, Alabama.

BOOK 038 PAGE 114

Parcel II:

Commence at the S.E. Corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 4, Township 22 South, Range 2 West; thence North along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section 143.75 feet; thence 88 deg. 25 min. 30 sec. left 618.37 feet to a railroad spike found; thence 0 deg. 54 min. 45 sec. left 31.01 feet to a point; thence 91 deg. 15 min. 25 sec. right 29.88 feet to an iron pin found; said iron pin being on the North margin of a paved road and being the Southeast corner of "Alabama Plastics" property; thence 91 deg. 15 min. 25 sec. left along the South line of the "Alabama Plastics" property and the North margin of a paved road, 417.55 feet to an iron pin found being the Southwest corner of "Alabama Plastics" property being the point of beginning; thence continue along last mentioned course 150.00 feet to a point; thence 90 deg. 01 min. 39 sec. right 539.66 feet to a point; thence 89 deg. 58 min. 21 sec. right 150.00 feet to an iron pin found; said iron pin being the Northwest corner of "Alabama Plastics" property; thence 90 deg. 01 min. 39 sec. right along and with the West boundary of "Alabama Plastics" property, 539.66 feet to the point of beginning, forming and closing interior angle of 90 deg. 01 min. 39 sec.; being situated in Shelby County, Alabama.

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:

BOOK 038 PAGE 115

(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 assesment 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 15 day of August, 19 85.


Wallace W. Watson


Marjorie C. Watson

BOOK 038 PAGE 116

