

STATE OF ALABAMA)
)
 JEFFERSON COUNTY)

ASSIGNMENT OF RENTS

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned
Alloy Cast Products, Inc., hereinafter called the
 Assignor, in consideration of the sum of One Dollar and other
 valuable consideration, the receipt of which is hereby acknow-
 ledged, 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 Attached Exhibit "A"

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This Agreement is made as additional security for the
 payment of One Principal Note hereinafter called the Mortgage
 Note, dated March 11, 1986, for \$ 248,081.14
 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 March 11, 1986,
 executed and delivered by the Assignor to the Assignee to secure
 the payment of the Mortgage Note and covering the above described
 premises.

First Alabama Bank
 P. O. BOX 19217
 BIRMINGHAM, ALABAMA 35202

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:

(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 11 day of March, 1986.

Alloy Cast Products, Inc.

by:

Jim Foster
Jim Foster, its President

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DOWNTOWN OFFICE
P. O. BOX 16247
BIRMINGHAM, ALA 35202

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for
said County and State, hereby certify that _____
_____, 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 _____
day of _____, 19_____.

Notary Public

my commission expires: _____

JEFFERSON COUNTY)

STATE OF ALABAMA)

I, the undersigned authority, Notary Public in and for said
County, in said State, hereby certify that Jim Foster, whose name as
President, of the Alloy Cast Products, Inc., a corporation, is signed
to the foregoing conveyance, and who is known to me, acknowledged
before me on this date that, being informed of the contents of the
conveyance, he, as such officer, and with full authorizty, executed
the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 11 day
of March, 1986.

Cherene L. Jones
Notary Public

my commission expires: 8-9-87

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PARCEL 1:

Commence at the Northwest corner of Section 26, Township 21 South, Range 1 West, and run South 1 deg. 44 min. East along the West boundary of said Section a distance of 849.41 feet to a point; thence turn an angle of 124 deg. 26 min. to the left and run North 54 deg. 07 min. East a distance of 825.60 feet to the West line of a 50-foot easement; thence continue North 54 deg. 07 min. East a distance of 60.62 feet to the Northeast corner of said 50-foot easement; thence turn an angle of 124 deg. 09 min. to the right and run South 1 deg. 27 min. East a distance of 80 feet, more or less, to the South line of highway right of way line to the point of beginning of the lot being herein described; thence North 54 deg. 07 min. East along said South right of way line 183 feet; thence turn a 90-degree angle to the right and run Southerly to the North right of way line of the Southern Railway; thence along said railroad right of way to the West line of proposed dirt road; thence North along the right of way of said dirt road 258.28 feet to the point of beginning.

PARCEL 2:

A tract of land located in the West Half of the SE 1/4 of Section 23, Township 21 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows: Commence at the Northwest corner of the SW 1/4 of the SE 1/4 of Section 23, Township 21 South, Range 1 West; thence run South 38 deg. 49 min. 45 sec. East along the old George Vasser lot a distance of 591.20 feet to the South margin of a gravel road and the point of beginning; thence continue in the same direction a distance of 22.59 feet to a point on the Northwest right of way of the Southern Railroad; thence turn an angle of 85 deg. 06 min. to the left and run along said railroad right of way a distance of 503.08 feet to the P.C. of a curve; thence run along said curve (whose Delta Angle is 7 deg. 02 min. 52 sec. to the left; Radius is 2935.75 feet; Tangent is 180.78 feet; Length of Arc is 361.11 feet) to a point on the old line of Barnett Lot; thence turn an angle of 63 deg. 31 min. 08 sec. to the left from said Tangent and run along said Old Barnett Line a distance of 647.07 feet to a point on the South line of a gravel road; thence turn an angle of 83 deg. 28 min. 59 sec. to the left and run along said road a distance of 104.20 feet; thence turn an angle of 23 deg. 02 min. 01 sec. to the left and continue along said road a distance of 181.34 feet; thence turn an angle of 25 deg. 30 min. to the left and continue along said road a distance of 135.08 feet; thence turn an angle of 17 deg. 55 min. to the left and continue along said road a distance of 343.39 feet; thence turn an angle of 2 deg. 39 min. to the right and run along said road a distance of 302.35 feet; thence turn an angle of 14 deg. 20 min. to the left and continue along said road a distance of 188.19 feet; thence turn an angle of 11 deg. 57 min. to the right and run a distance of 86.11 feet to the point of beginning.

Situated in Shelby County, Alabama.

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STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT TO BE
1986 MAR 24 AM 11:12

Judge of the Court

RECORDING FEES

Recording Fee	\$ 12.50
Index Fee	1.00
TOTAL	\$ 13.50

RECORDED

BOOK

SHIRAZ, ALABAMA 36202