

ASSIGNMENT OF RENTS AND LEASES

KNOW ALL MEN BY THESE PRESENTS THAT

Riverchase Investment Group, an Alabama General Partnership

hereinafter called the assignor, in consideration of One Dollar paid by AmSouth Bank N.A., hereinafter called the assignee, hereby conveys, transfers and assigns unto the assignee, its successors and assigns, all the rights, interest and privileges, which the assignor as Lessor has and may have in the leases now existing or hereafter made and affecting the real property described below or any part thereof, including, but not limited to, the following leases:

Trammel, Harper and Williams, Inc.
Atlas Paper Company

as said lease may have been, or may from time to time be hereafter, modified, extended and renewed, with all rents, income and profits due and becoming due therefrom. The assignor will, on request of the assignee, execute assignments of any future leases affecting any part of said premises.

This assignment is made as additional security for the payment of a certain bond or note and mortgage or deed of trust (and all extensions or modifications thereof) made by

Riverchase Investment Group, an Alabama General Partnership
to

AmSouth Bank N.A.

in the sum of Two hundred seventy five thousand and no/100 * * * * Dollars
with interest dated 1986 , covering real property situated in

Shelby County, Alabama

and described as

See Attached Exhibit "A"

BOOK 093 PAGE 843

✓
Land
Title

EXHIBIT "A"

A part of the East half of the East half of the Southwest Quarter of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows: Commence at the SW corner of said East half of the East half of SW 1/4 of Section 30, Township 19 South, Range 2 West, and run North along the West boundary of said East half of East half of said 1/4 Section 828.00 feet to the point of beginning; thence continue running North along same course 202.00 feet to the Southerly right of way line of Valley Dale Road; thence turn 57 deg. 32 min. right and run Northeasterly along said right of way line 200.00 feet; thence turn 79 deg. 08 min. right to the tangent of a curve to the right (said curve having a central angle of 48 deg. 00 min. and a radius of 207.50 feet) and run southerly along said curve 173.83 feet to the P. T. of said curve; thence run Southerly along the tangent to said curve 68.16 feet; thence turn 64 deg. 41 min. right and run Southwesterly 233.80 feet to the point of beginning.

ALSO, an easement over a part of the East half of East half of SW 1/4 of Section 30, Township 19 South, Range 2 West, being more particularly described as follows:

Commence at the Southwest corner of the East half of the East half of SW 1/4 of Section 30, Township 19 South, Range 2 West, and run North along the West boundary of said East half of East half of said 1/4 Section 1030.00 feet to the Southerly right of way line of Valley Dale Road; thence turn 57 deg. 32 min. right and run Northeasterly along said right of way line 200.00 feet to the point of beginning; thence turn 79 deg. 08 min. right to the tangent of a curve to the right (said curve having a central angle of 48 deg. 00 min. and a radius of 207.50 feet) and run Southerly along said curve 173.83 feet to the P.T. of said curve; thence continue Southerly along the tangent of said curve 68.16 feet; thence turn 64 deg. 41 min. left and run Northeasterly 22.12 feet; thence turn 64 deg. 41 min. left and run Northerly 58.70 feet to the P.C. of a curve to the left (said curve having a central angle of 47 deg. 02 min. and a radius of 227.50 feet) thence run along said curve 186.75 feet to the Southerly right of way line of Valley Dale Road; thence turn left and run Southwesterly along said right of way 20.37 feet to the point of beginning.

and more particularly described in said mortgage or deed of trust, and the acceptance of this assignment and the collection of rents or the payments under the leases hereby assigned shall not constitute a waiver of any rights of the assignee under the terms of said bond or note and mortgage or deed of trust. And it is expressly understood and agreed by the parties hereto that before default occurs under the terms of said bond or note and mortgage or deed of trust, assignor shall have the right to collect said rents, income and profits from the aforementioned leases and to retain, use and enjoy the same, provided, however, that even before default occurs no rent more than two months in advance shall be collected or accepted without the prior written consent of the assignee. Anything to the contrary notwithstanding assignor hereby assigns to assignee any award made hereafter to it in any court procedure involving any of the lessees in any bankruptcy, insolvency or reorganization proceedings in any state or Federal court; and any and all payments made by lessees in lieu of rent. Assignor hereby appoints assignee as its irrevocable attorney in fact to appear in any action and/or to collect any such award or payment.

BOOK 093 PAGE 845
The assignor, in the event of default in the performance of any of the terms and conditions of said bond or note and mortgage or deed of trust, hereby authorizes the assignee, at its option, to enter and take possession of the mortgaged premises and to manage and operate the same, to collect all or any rents accruing therefrom and from said leases, to let or re-let said premises or any part thereof, to cancel and modify leases, evict tenants, bring or defend any suits in connection with the possession of said premises in its own name or assignor's name, make repairs as assignee deems appropriate, and perform such other acts in connection with the management and operation of said premises as the assignee, in its discretion, may deem proper.

The receipt by the assignee of any rents, issues or profits pursuant to this instrument after the institution of foreclosure proceedings under said mortgage or deed of trust shall not cure such default nor affect such proceedings or any sale pursuant thereto.

Assignee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by assignor under any of said leases, and the assignor hereby agrees to indemnify the assignee for, and to save it harmless from, any and all liability arising from any of said leases or from this assignment, and this assignment shall not place responsibility for the control, care, management or repair of said premises upon the assignee, or make the assignee responsible or liable for any negligence in the management, operation, upkeep, repair or control of said premises resulting in loss or injury or death to any tenant, licensee, employee or stranger.

The assignor covenants and represents that said assignor has full right and title to assign said leases and the rents, income and profits due or to become due thereunder, that the terms of said leases have not been changed from the terms in the copies of said leases submitted to the assignee for approval, that no other assignment of any interest therein has been made, that there are no existing defaults under the provisions thereof, and that said assignor will not hereafter cancel, surrender or terminate any of said leases, exercise any option which might lead to such termination or change, alter or modify them or consent to the release of any party liable thereunder or to the assignment of the lessees' interest in them without the prior written consent of the assignee.

Assignor hereby authorizes the assignee to give notice in writing of this assignment at any time to any tenant under any of said leases.

Violation of any of the covenants, representations and provisions contained herein by the assignor shall be deemed a default under the terms of said note or bond and mortgage or deed of trust.

Default by the assignor under any of the terms of the leases assigned herein shall be deemed a default under the terms of said note or bond and mortgage or deed of trust. Any expenditures made by the assignee in curing such a default on the assignor's behalf, with interest thereon at the highest rate for which it is now lawful to contract, shall become part of the debt secured by these presents.

The full performance of said mortgage or deed of trust and the duly recorded release or reconveyance of the property described therein shall render this assignment void.

The net proceeds collected by the assignee under the terms of this instrument shall be applied in reduction of the entire indebtedness from time to time outstanding and secured by said mortgage or deed of trust.

This assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns, as well as any subsequent owner of the real estate described herein and any assignee of the mortgage or deed of trust referred to herein.

IN WITNESS WHEREOF, the said assignor Riverchase Investment Group, an Alabama General Partnership has signed and sealed this instrument September , 1986 .
Riverchase Investment Group, An Alabama General Partnership

x James W. Trammel
James W. Trammel, A general partner

x Clyde W. Harper, Jr.
Clyde W. Harper, Jr., A general partner

x Fred F. Williams
Fred F. Williams, A general partner

x Ben L. Chenault
Ben L. Chenault, A general partner

BOOK 093 PAGE 846

ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that James W. Trammel, Clyde W. Harper, Jr., Fred F. Williams, and Ben L. Chenault whose names as general partners of Riverchase Investment Group an Alabama General Partnership, and whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they as such General partners and with full authority executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal this 9th day of September, 1986.

Thommas Seller
Notary Public

My Commission expires:

Aug. 1987

NOTARY MUST AFFIX SEAL

BOOK
PAGE 847

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

1986 OCT -3 AM 9:57

Thommas P. Seller
JUDGE OF PROBATE

1. Deed Tax \$
2. Mtg. Tax *Advt. Security*
3. Recording Fee *12.50*
4. Indexing Fee *1.00*
TOTAL *13.50*



ASSIGNMENT OF RENTS
AND LEASES

Riverchase Investment Group, An
Alabama General Partnership

to

AmSouth Bank N.A.

Dated September 9, 1986