

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

011
DOWN TOWN OFFICE
First Ala. Bank
P. O. BOX 10247
BIRMINGHAM, ALABAMA 35202

ASSIGNMENT OF RENTS

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned Evelyn D. DeMarco, an Unmarried Woman, Mary Louise D. O'Flanagan, a Married Woman, hereinafter called the Joseph DeMarco, an Unmarried Man 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 FOR LEGAL DESCRIPTION

BOOK 109 PAGE 858

This Agreement is made as additional security for the payment of One Principal Note hereinafter called the Mortgage Note, dated December 22, 19 86, for \$ 750,000.00 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 December 22, 19 86, executed and delivered by the Assignor to the Assignee to secure the payment of the Mortgage Note and covering the above described premises.

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EXHIBIT "A"

From the Southwest corner of Section 13, Township 20 South, Range 3 West, run Easterly along the South boundary line of Section 13, Township 20 South, Range 3 West, 764.69 feet, more or less, to the point of intersection of the South boundary line of Section 13, Township 20 South, Range 3 West and the West right of way line of U.S. Highway 31; thence turn in an angle of 102 degrees 18 minutes to the left and run Northwesterly along the West right of way line of U. S. 31 Highway, 1317.8 feet; thence turn an angle of 77 degrees 42 minutes to the left and run Westerly 878.51 feet to a point in the center of the Old Birmingham-Montgomery Highway; thence turn an angle of 92 degrees 09 minutes to the right and run Northeasterly along the center of the Old Birmingham-Montgomery Highway for 303.24 feet; thence turn an angle of 03 degrees 28 minutes to the right and continue Northeasterly along the center of the Old Birmingham-Montgomery Highway for 292.83 feet to the point of beginning of the property herein described; thence turn an angle of 84 degrees 23 minutes to the right and run Easterly for 430.0 feet; thence turn an angle of 93 degrees 41 minutes to the right and run Southwesterly 295.47 feet to the North boundary of the lot conveyed by Leonard & Company, Inc. to Bethea Company, Inc. by deed recorded in the Probate Office of Shelby County, Alabama, in Deed Book 244, Page 635; thence run Easterly along the North boundary of said Bethea Company property to its intersection with the West right of way line of U. S. Highway 31; thence Northerly along the West boundary of said right of way of said highway to its intersection with the North boundary of the NW 1/4 of SW 1/4 of Section 13, Township 20 South, Range 3 West; thence Westerly along the North boundary of said NW 1/4 of SW 1/4 and NE 1/4 of SE 1/4 of Section 14, Township 20, Range 3 West to the intersection of said NE 1/4 of SE 1/4 and the center line of the Old Birmingham-Montgomery Highway; thence Southerly along the center of said Old Birmingham-Montgomery Highway to the point of beginning.

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.

BOOK 109 PAGE 861
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 22nd day of December, 19 86.

Evelyn D. DeMarco
Evelyn D. DeMarco, an Unmarried Woman

Mary Louise D. O'Flanagan
Mary Louise D. O'Flanagan, a Married Woman

Joseph DeMarco, Jr.
Joseph DeMarco, Jr., an Unmarried Man

FLORIDA
STATE OF ~~ALABAMA~~)

~~JEFFERSON~~ COUNTY)

Broward

I, the undersigned, a Notary Public in and for
said County and State, hereby certify that _____
Evelyn D. DeMarco, an Unmarried Woman
Mary Louise D. O'Flanagan, a Married Woman _____, 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 22nd

day of December, 1986.



Joseph P. Penza
Notary Public
my commission expires: My Commission Expires July 7, 1988

BOOK 109 PAGE 862

STATE OF ALEBAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and State,
hereby certify that Joseph DeMarco, an Unmarried Man, whose name is signed
to the foregoing Assignment of Rents, and who is known to me, acknowledged
before me on this day, that being informed of the contents of said instrument,
he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 22 day of December, 1986.

Kathy Lynn Gibson
Notary Public
My Commission Expires: MY COMMISSION EXPIRES JULY 8, 1989

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

1987 JAN 13 AM 10:43

Thomas W. Swanson, Jr.
JUDGE OF PROBATE

RECORDING FEES

Recording Fee	<u>\$1250</u>
Index Fee	<u>200</u>
TOTAL	<u>\$1450</u>