

ASSIGNMENT OF RENTS AND LEASES

KNOW ALL MEN BY THESE PRESENTS THAT EMC Investments, Inc.

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:

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

EMC Investments, Inc.

to

AmSouth Bank N.A.

in the sum of Three hundred fifty thousand and no/100 * * * * * Dollars (\$350,000.00 with interest dated April 20 19 87 , covering real property situated in

Shelby County,

and described as

See attached Exhibit "A"

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A-M South Bank N.A.
P.O. Box 11007
B. Jones AT 3528

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.

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.

Exhibit "A"

A parcel of land located in the East 1/2 of the SW 1/4 of Section 30, Township 19 South, Range 2 West, more particularly described as follows Commence at the Northwest corner of said East 1/2 of said SW 1/4; thence in a Southerly direction along the West line of said East 1/2 a distance of 719.63 feet to the point of beginning; thence continue along last described course a distance of 155.16 feet; thence 87 deg. 44 min. left in an Easterly direction a distance of 280.97 feet to a point on the Westerly right of way line of Business Center Drive; thence 92 deg. 16 min. left in a Northerly direction along said right of way line a distance of 155.16 feet; thence 87 deg. 44 min. left in a Westerly direction a distance of 280.97 feet to the point of beginning; said parcel being located in the Valleydale Business Center, as recorded in Map Book 8 page 170 in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama. Mineral and mining rights excepted.

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 EMC Investments, Inc.

has signed and sealed this instrument April 20 , 19 87 .

EMC Investments, Inc.

By:

Its:

Berge A. Paulus Jr.
PRESIDENT

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ACKNOWLEDGMENT

STATE OF Alabama

COUNTY OF Jefferson

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that George A. Jackson Jr. whose name(s) as President of EMC Investments, Inc., a corporation, and whose name(s) 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, he as such officers and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 20 day of April, 1987.

Notary Public
Notary Public

My commission expires:

MY COMMISSION EXPIRES OCTOBER 1990

NOTARY MUST AFFIX SEAL

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1987 APR 27 AM 8:11

Thomas A. Snowden Jr.
JUDGE OF PROBATE

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

ASSIGNMENT OF RENTS
AND LEASES

to

AmSouth Bank N.A.

, 19

Dated