

1969

THIS AMENDMENT NO. 1 TO ASSIGNMENT OF RENTS AND LEASES AMENDS THAT CERTAIN ASSIGNMENT OF RENTS AND LEASES RECORDED IN REAL VOLUME 3207, PAGE 734, IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA, A CERTIFIED COPY OF WHICH IS ATTACHED HERETO AS ADDENDUM II, AS ADDITIONAL SECURITY FOR THE INDEBTEDNESS SECURED BY THAT CERTAIN MORTGAGE AND SECURITY AGREEMENT RECORDED IN REAL VOLUME 3207, PAGE 744, IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA, UPON WHICH THE RECORDING TAX WAS PAID AT THE TIME OF RECORDING, AND PROVIDES FOR NO ADDITIONAL INDEBTEDNESS OR CHANGE IN TIME OF MATURITY OF THE INDEBTEDNESS SECURED.

THIS INSTRUMENT WAS PREPARED BY:

Virginia S. Bollek  
Balch & Bingham  
Suite 700, Financial Center  
P.O. Box 306  
Birmingham, Alabama 35201  
Tel: (205)251-8100

STATE OF ALABAMA )

COUNTIES OF JEFFERSON  
and SHELBY )

AMENDMENT NO. 1 TO ASSIGNMENT OF RENTS AND LEASES

This Amendment No. 1 to Assignment of Rents and Leases is made as of the 18th day of May, 1988, and is by and between DONNIE F. TUCKER, a married man (hereinafter called the "Borrower"), Assignor, and CENTRAL BANK OF THE SOUTH, Birmingham, Alabama, a state banking corporation (hereinafter called the "Mortgagee"), Assignee.

PREAMBLE

Borrower entered into an Assignment of Rents and Leases dated July 21, 1987, recorded in Real Volume 3207, beginning at Page 734, in the office of the Judge of Probate of Jefferson County, Alabama (the "Assignment of Rents and Leases"). Borrower and Mortgagee now desire to amend the Assignment of Rents and Leases to add two parcels of property to the Assignment of Rents and Leases.

NOW, THEREFORE, in consideration of forbearance by the Mortgagee, the mutual promises hereinafter contained and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Mortgagee, intending to be legally bound hereby, agree as set forth below.

AMENDMENT

1. Amendment. The real property described on Addendum I hereto is hereby added to the Assignment of Rents and Leases as "Premises", and Borrower hereby sells, assigns and transfers unto the Mortgagee all leases of all or part of the real property described on Addendum I hereto, and all the rents, issues and profits now due and

Two Title

which may hereafter become due under or by virtue of any such lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the real property described on Addendum I hereto or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by the Mortgagee under the powers granted in the Assignment of Rents and Leases, in all respects as if set forth in said Assignment of Rents and Leases and to the same extent and as fully as if the real property described on Addendum I hereto were described on Exhibit A to the Assignment of Rents and Leases upon its original recording as the "Premises" described therein. Each reference in the Assignment of Rents and Leases to the "Mortgage and Security Agreement" or the "Mortgage" shall be deemed to be references to said document as amended by that certain Amendment No. 1 to Mortgage and Security Agreement executed by the Borrower and the Mortgagee contemporaneously herewith.

2. No Release. This Amendment is intended to add the two parcels of real property described on Addendum I to the real property described in the Assignments of Rents and leases as the "Premises". This Amendment in no way releases from the coverage of the Assignments of Rents and Leases all or any portion of the real property described on Exhibit A to the Assignments of Rents and Leases.

3. Reaffirmation of Representations and Warranties. Each representation and warranty contained in the Assignment of Rents and Leases is hereby reaffirmed as of the date hereof, and the Borrower hereby makes each representation and warranty contained in the Assignment of Rents and Leases as to the real and personal property assigned to the Bank hereby as fully as if the real property described on Addendum I hereto were described on Exhibit A to the Assignment of Rents and Leases upon its original recording as the "Premises" described therein.

4. Effective Date. The effective date of this Amendment is the date first set forth above.

5. Effect of Amendment. Except as specifically modified herein, all provisions of the Assignment of Rents and Leases shall remain in full force and effect.

6. Execution in Counterparts. This Amendment is being executed in two counterparts, each of which shall operate as an original, but which, taken together, shall constitute a single conveyance. A certified copy of the original Assignment of Rents and Leases, as recorded, shall be attached to the counterpart recorded in the office of the Judge of Probate of Shelby County, Alabama, as Addendum II and incorporated therein.

IN WITNESS WHEREOF, Donnie F. Tucker and Central Bank of the South have caused this Amendment to be duly and properly executed under seal as of the day and year first above written.

WITNESS:

*Margie S. Becher*

BORROWER:

*Donnie F. Tucker*  
DONNIE F. TUCKER

WITNESS:

Fulton W. Smith

**BANK:**

**CENTRAL BANK OF THE SOUTH**

By: Philip E. Webb

Its: Vice President

STATE OF ALABAMA

COUNTY OF Jefferson

I, Tammy Goggans a Notary Public in and for said County in said State, hereby certify that DONNIE F. TUCKER, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily.

Given under my hand this 18<sup>th</sup> day of May, 1988.

Tammy Goggans  
Notary Public  
My commission expires 6-8-91

NOTARIAL SEAL

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned, Notary Public in and for said County in said State, hereby certify that ~~Donnie F. Tucker~~ Philip E. Webb, whose name as Vice President of CENTRAL BANK OF THE SOUTH, an Alabama state banking corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 18<sup>th</sup> day of May, 1988.

Tammy Goggans  
Notary Public  
My commission expires 6-8-91

[NOTARIAL SEAL]

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Addendum I

PARCEL I:

Record Map of Intent of Timbercrest Village, Phase One as recorded in Map Book 102 Page 109 in the Office of the Judge of Probate of Jefferson County, Alabama; and that part of the SE 1/4 of the NW 1/4 of Section 29, T 15 S, R 1 W, Jefferson County, Alabama which lies southeast of the centerline of Dry Creek; and that part of the NE 1/4 of the NW 1/4 and that part of the NE 1/4 of said Section 29 which lies southeast of the Louisville and Nashville Railroad; less than and except a 430 foot strip more or less along the east boundary of said NE 1/4 of said section; all being more particularly described as follows:

Commence at the NE corner of Section 28, T 15 S, R 1 W, Jefferson County, Alabama and proceed west along the north section line of said section 430.00 feet to the point of beginning; thence turn an angle to the left of  $90^{\circ}40'01''$  and run 2638.63 feet; thence turn an interior angle left of  $89^{\circ}18'29''$  and run 3127.25 feet to the center of Dry Creek; thence turn an angle of the right of  $120^{\circ}47'49''$  and run 97.94 feet along said centerline; thence turn an angle to the left of  $12^{\circ}01'$  and run 75.83 feet along said centerline; thence turn an angle to the right of  $16^{\circ}28'$  and run 199.73 feet along said centerline; thence turn an angle to the left of  $23^{\circ}23'$  and run 105.28 feet along said centerline; thence turn an angle to the right of  $28^{\circ}11'$  and run 126.76 feet along said centerline; thence turn an angle to the left of  $5^{\circ}27'$  and run 139.0 feet along said centerline; thence turn an angle to the right of  $13^{\circ}30'$  and run 113.80 feet along said centerline; thence turn an angle to the left of  $26^{\circ}41'$  and run 151.49 feet along said centerline; thence turn an angle to the right of  $27^{\circ}53'$  and run 66.44 feet along said centerline; thence turn an angle to the left of  $0^{\circ}27'$  and run 87.14 feet along said centerline; thence turn an angle to the left of  $22^{\circ}01'$  and run 112.73 feet along said centerline; thence turn an angle to the right of  $33^{\circ}37'$  and run 118.40 feet along said centerline; thence turn an angle to the left of  $37^{\circ}05'$  and run 121.95 feet along said centerline; thence turn an angle to the right of  $7^{\circ}41'$  and run 112.71 feet along said centerline; thence turn an angle to the left of  $121^{\circ}03'17''$  and run 552.30 feet to a point on a curve of the southeasterly right-of-way of the Louisville & Nashville Railroad; thence turn an angle to the right of  $128^{\circ}16'55''$  to the chord of said curve whose radius is 7689.49 feet and whose length of curvature is 682.44 feet concave left and run along said chord 682.21 feet to a point on a 30 feet right-of-way; thence turn an angle to the left of  $100^{\circ}25'28''$  and run 46.75 feet along said right-of-way; thence turn an angle right of  $1730'$  and run 54.46 feet along said right-of-way to a point on a curve of said 30 feet right-of-way whose radius is 7589.49 feet and whose length of curvature concave left is 30.44 feet; thence turn an angle right of  $80^{\circ}14'48''$  to the chord of said curve and run along said chord 30.44 feet; thence turn an angle to the right of  $99^{\circ}45'12''$

and run 55.0 feet along said right-of-way; thence turn an angle left of  $17^{\circ}30'$  and run 46.23 feet along said right-of-way to a point on a curve of the southeasterly right-of-way of said L&N Railroad; thence turn an angle to the left of  $83^{\circ}27'06''$  to the chord of said curve whose radius is 7689.49 feet and whose arc length is 297.42 feet concave left and run 297.40 feet along said chord; thence turn an angle to the left of  $1^{\circ}06'29''$  and run 614.20 feet along said right-of-way to a point on the north line of said Section 29; thence turn an angle to the right of  $56^{\circ}41'05''$  and run 1814.04 feet to the point of beginning, all lying in the NE  $1/4$  and the NW  $1/4$  of Section 29, T 15 S, R 1W, Jefferson County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND:

Commence at the SW corner of the NW  $1/4$  of the NE  $1/4$  of Section 29, T 15 S, R 1 W, Jefferson County, Alabama and run west along the south line of the N  $1/2$  of the NW  $1/4$  of said section 552.30 feet to a point on a curve of the southeasterly right-of-way of the Louisville & Nashville Railroad; thence turn an angle to the right of  $128^{\circ}16'55''$  to the chord of said curve whose radius is 7689.49 feet and whose length of curvature is 682.44 feet concave left and run along said chord 682.21 feet to the point of beginning; said point being on a 30 feet right-of-way; thence turn an angle to the left of  $100^{\circ}25'28''$  and run 46.75 feet along said right-of-way; thence turn an angle right of  $17^{\circ}30'$  and run 54.46 feet along said right-of-way to a point on a curve of said 30 feet right-of-way whose radius is 7589.49 feet and whose length of curvature concave left is 30.44 feet; thence turn an angle right of  $80^{\circ}14'48''$  to the chord of said curve and run along said chord 30.44 feet; thence turn an angle to the right of  $99^{\circ}45'12''$  and run 55.0 feet along said right-of-way; thence turn an angle left of  $17^{\circ}30'$  and run 46.23 feet along said right-of-way to a point on a curve of the southeasterly right-of-way of said L&N Railroad; thence turn an angle to the right  $97^{\circ}46'09''$  to the chord of a curve whose radius is 7689.49 feet and whose length of curvature is 30.28 feet along said Railroad R.O.W. and run along said chord of said curve 30.28 feet to the point of beginning, all lying in the N  $1/2$  of Section 29, T 15 S, R 1 W, Jefferson County, Alabama

ALSO, LESS AND EXCEPT:

Commence at the SW corner of the NW  $1/4$  of the NE  $1/4$  of Section 29 T 15 S, R 1 W, Jefferson County, Alabama and run west along the south line of the N  $1/2$  of the NW  $1/4$  of said section 552.30 feet to a point on a curve of the south easterly right-of-way of the Louisville & Nashville Railroad; thence turn an angle to the right of  $128^{\circ}19'10''$  to the chord of said curve whose radius is 7689.49 feet and whose central angle is  $4^{\circ}53'31''$  and whose length of curvature is 656.53 feet concave left and run along said chord

656.33 feet to the point of beginning; thence turn an angle to the left  $0^{\circ}59'00''$  from last said course to the chord of a curve concave left whose radius is 7689.49 feet and whose central angle is  $0^{\circ}11'34''$  and whose length of curvature is 25.88 feet and run along said chord 25.88 feet to a point on a 30 feet right-of-way; thence turn an angle to the left  $99^{\circ}28'43''$  and run 46.75 feet along said right-of-way; thence turn an angle right of  $17^{\circ}30'$  and run 54.46 feet along said right-of-way to a point on a curve of said 30 feet right-of-way whose radius is 7589.49 feet and whose central angle is  $0^{\circ}13'47''$  and whose length of curvature concave left is 30.44 feet; thence turn an angle right  $30^{\circ}14'48''$  to the chord of said curve and run along said chord 30.44 feet; thence turn an angle to the right of  $99^{\circ}45'12''$  and run 55.0 feet along said right-of-way; thence turn an angle left of  $17^{\circ}30'$  and run 46.23 feet along said right-of-way to a point on a curve of the southeasterly right-of-way of said L&N Railroad; thence turn an angle to the left of  $83^{\circ}27'06''$  to the chord of said curve whose radius is 7689.49 feet and whose arc length is 297.42 feet concave left and run 297.40 feet along said chord; thence turn an angle to the left of  $1^{\circ}06'29''$  and run 614.20 feet along said right-of-way to a point on the north line of said Section 29; thence turn an angle to the right of  $56^{\circ}41'05''$  and run 786.98 feet; thence turn an angle right of  $120^{\circ}25'30''$  and run 1136.87 feet; thence turn an angle left of  $57^{\circ}29'57''$  and run 19.46 feet; thence turn an angle left of  $89^{\circ}59'59''$  and run 84.44 feet; thence turn an angle to the right  $100^{\circ}16'31''$  from last said course to the chord of a curve concave right whose radius is 560.00 feet, whose central angle is  $150^{\circ}26'01''$  and whose length of curvature is 150.85 feet and runs along said chord 150.39 feet; thence turn an angle of  $7^{\circ}43'01''$  right from the tangent of last said curve and run 100.86 feet; thence turn an angle left of  $50^{\circ}13'48''$  from last said course to the chord of a curve concave left whose radius is 190.00 feet; whose central angle is  $100^{\circ}27'36''$  and whose length of curvature is 333.14 feet and runs along said chord 292.07 feet; thence turn an angle of  $39^{\circ}46'09''$  right from the tangent of last said curve and run 5.00 feet; thence turn an angle to the left of  $93^{\circ}37'14''$  from last said course to the chord of a curve concave right whose radius is 195.00 feet whose central angle is  $7^{\circ}14'34''$  and whose length of curvature is 24.65 feet and runs along said chord 24.63 feet; thence turn an angle of  $3^{\circ}37'17''$  left from the tangent of last said curve and run 165.35 feet; thence turn an angle to the right  $5^{\circ}44'42''$  from last said course to the chord of a curve concave right whose radius is 1830.00 feet whose central angle is  $11^{\circ}29'24''$  and whose length of curvature is 366.99 feet and runs along said chord 366.37 feet; thence turn an angle of  $95^{\circ}44'42''$  right from the tangent of last said curve and run 180.00 feet; thence turn an angle right  $89^{\circ}49'59''$  and run 9.64 feet; thence turn an angle left  $90^{\circ}30'54''$  and run 171.03 feet; thence turn an angle right of  $53^{\circ}22'31''$  and run 148.42 feet; thence turn an angle right of  $88^{\circ}24'05''$  and run 10.01 feet; thence turn an angle left of  $87^{\circ}49'08''$  and run



142.61 feet; thence turn an angle left  $114^{\circ}24'19''$  and run 201.75 feet; thence turn an angle to the right  $82^{\circ}50'37''$  from the last said course to the chord of a curve concave left whose radius is 152.00 feet, whose central angle is  $14^{\circ}18'47''$  and whose length of curvature is 37.97 feet and runs along said chord 37.87 feet; thence turn an angle of  $7^{\circ}08'13''$  left from the tangent of last said curve and run 104.74 feet; thence turn an angle left  $90^{\circ}01'11''$  and run 50.04 feet; thence turn an angle to the right  $101^{\circ}05'36''$  from the last said course to the chord of a curve concave right whose radius is 152.00 feet whose central angle is  $22^{\circ}11'11''$  and whose length of curvature is 58.86 feet and runs along said chord 58.49 feet; thence turn an angle of  $11^{\circ}05'35''$  right from the tangent of last said curve and run 46.18 feet; thence turn an angle right of  $90^{\circ}00'00''$  and run 50.00 feet; thence turn an angle left of  $90^{\circ}00'00''$  and run 164.12 feet; thence turn an angle right of  $90^{\circ}00'00''$  and run 202.67 feet; thence turn an angle left of  $111^{\circ}58'19''$  and run 216.82 feet; thence turn an angle left  $90^{\circ}00'01''$  and run 10.00 feet; thence turn an angle right  $90^{\circ}00'01''$  and run 309.16 feet; thence turn an angle right  $117^{\circ}54'14''$  and run 11.32 feet; thence turn an angle left  $117^{\circ}54'14''$  and run 61.53 feet; thence turn an angle right  $90^{\circ}32'51''$  and run 522.11 feet; thence turn an angle right  $116^{\circ}18'43''$  and run 236.90 feet; thence turn an angle left  $42^{\circ}17'02''$  and run 346.89 feet; thence turn an angle right of  $14^{\circ}26'05''$  and run 306.35 feet; thence turn an angle right of  $20^{\circ}23'47''$  and run 66.86 feet; thence turn an angle left  $92^{\circ}10'38''$  and run 146.88 feet; thence turn an angle right  $10^{\circ}52'10''$  and run 50.00 feet; thence turn an angle right  $11^{\circ}15'54''$  and run 169.53 feet; thence turn an angle left  $104^{\circ}33'28''$  and run 43.65 feet; thence turn an angle right  $90^{\circ}00'00''$  and run 252.12 feet; thence turn an angle left  $92^{\circ}46'33''$  and run 7.43 feet; thence turn an angle right  $89^{\circ}37'51''$  and run 328.46 feet; thence turn an angle right  $98^{\circ}00'23''$  and run 221.35 feet; thence turn an angle left  $28^{\circ}00'47''$  and run 295.31 feet; thence turn an angle left  $91^{\circ}14'29''$  and run 29.66 feet; thence turn an angle right  $44^{\circ}59'59''$  and run 45.27 feet; thence turn an angle to the left  $38^{\circ}56'31''$  from last said course to the chord of a curve concave right whose radius is 415 feet, whose central angle is  $0^{\circ}49'28''$  and whose length of curvature is 5.97 feet and runs along said chord 5.97 feet; thence turn an angle left  $41^{\circ}55'11''$  from the last said course to the chord of a curve concave left whose radius is 15 feet, whose central angle is  $84^{\circ}39'45''$  and whose length of curvature is 22.16 feet and runs along said chord 20.20 feet; thence turn an angle left  $42^{\circ}19'51''$  and run 46.86 feet; thence turn an angle right  $90^{\circ}00'00''$  and run 50.00 feet; thence turn an angle right  $89^{\circ}59'59''$  and run 46.86 feet; thence turn an angle left  $42^{\circ}19'51''$  from last said course to the chord of a curve concave left whose radius is 15 feet whose central angle is  $84^{\circ}39'44''$  and whose length of curvature is 22.16 feet and runs along said chord 20.20 feet; thence turn an angle left  $36^{\circ}12'18''$  from last said course to the chord of a curve concave right whose radius is 415 feet, whose central angle is  $12^{\circ}15'10''$  and whose length of curvature is 88.75 feet and runs along said chord 88.58 feet to the point of beginning; all lying in the N  $1/2$  of Section 29, T 15 S, R 1 W, Jefferson County, Alabama

Also, less and except:

A Thirty foot right of way more particularly described as follows:

Commence at the SW corner of the NW 1/4 of the NE 1/4 of Section 29, T 15 S, R 1 W, Jefferson County, Alabama and run west along the south line of the N 1/2 of the NW 1/4 of said section 552.30 feet to a point on a curve of the southeasterly right-of-way of the Louisville & Nashville Railroad; thence turn an angle to the right of 128°16'55" to the chord of said curve whose radius is 7689.49 feet and whose length of curvature is 682.44 feet concave left and run along said chord 682.21 feet to the point of beginning; said point being on a 30 feet right-of-way; thence turn an angle to the left of 100°25'28" and run 46.75 feet along said right-of-way; thence turn an angle right of 17°30' and run 54.46 feet along said right-of-way to a point on a curve of said 30 feet right-of-way whose radius is 7589.49 feet and whose length of curvature concave left is 30.44 feet; thence turn an angle right of 80°14'48" to the chord of said curve and run along said chord 30.44 feet; thence turn an angle to the right of 99°45'12" and run 55.0 feet along said right-of-way; thence turn an angle left of 17°30' and run 46.23 feet along said right-of-way to a point on a curve of the southeasterly right-of-way of said L&N Railroad; thence turn an angle to the right 97°46'09" to the chord of a curve whose radius is 7689.49 feet and whose length of curvature is 30.28 feet along said Railroad R.O.W. and run along said chord of said curve 30.28 feet to the point of beginning, all lying in the N 1/2 of Section 29, T 15 S, R 1 W, Jefferson County, Alabama

PARCEL II

Lots 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17, according to survey of Riverchase Trade Center, as recorded in Map Book 12, Page 24, in the Probate Office of Shelby County, Alabama.

Subject to:

1. Mortgage given by Dwight A. Sandlin to Service Corporation of Alabama, recorded in Real Volume 3094, Page 359, in the Probate Office of Jefferson County, Alabama
2. Advalorem Taxes for the year 1988, which said taxes are not due or payable until October 1, 1988.
3. Mortgage executed by Donnie F. Tucker, to Dwight A. Sandlin, recorded in Real Volume 3094, Page 384, as to Parcel I
4. Right of Way granted to Alabama Power Company by instrument(s) recorded in Volume 4536, Page 456; and Volume 2490, Page 342, as to Parcel I
5. Right of Way to Jefferson County, Alabama, in Real Volume 796, Page 301; and Real Volume 1020, page 734, as to Parcel I
6. Right of Way to Birmingham Mineral Railroad Company in Volume 99, Page 317; and Volume 99, Page 312, as to Parcel I



7. Easement as reserved in mortgage Dwight Sandlin to Service Corporation of Alabama in Real Volume 3094, Page 359, as to Parcel I
8. Assignment of Rents and Leases as shown by instrument recorded in Real Volume 3207, Page 734, as to Parcel I
9. Mortgage executed by Donnie F. Tucker and Mary J. Tucker, to Central Bank of the South, recorded in Real Volume 11, Page 243, as to Parcel II
10. Mortgage executed by Donnie T. Tucker and Mary J. Tucker, to Central Bank of the South, recorded in Real Volume 83, Page 79, as to Parcel II
11. Title to minerals as reserved in Deed Book 24, Page 35, and in Deed Book 127, Page 140, with mining rights and privileges belonging thereto, as to Parcel II
12. Rights claimed by Alabama Power Company under the following transmission line permits: Deed Book 101, Page 500; Deed Book 101, Page 569; Deed Book 194, Page 58; Deed Book 228, Page 197; Deed Book 164, Page 177; Deed Book 167, Page 117, all in Probate Office of Shelby County, Alabama, as to Parcel II
13. Rights claimed under the gas line easement to Alabama Gas Corporation recorded in Deed Book 215, Page 47, in the Probate Office of Shelby County, Alabama, as to Parcel II
14. Rights claimed under the public road right of way deed to Shelby County recorded in Deed Book 102, Page 441, and under condemnation proceedings recorded in Probate Minutes Book 7, Page 38 and 46, in the Probate Office of Shelby County, Alabama, as to Parcel II
15. Subject to lien created by divorce decree as recorded in Real Record 181, Page 573, in Probate Office, in favor of Mary Jim Tucker.

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## ADDENDUM II

3207 MUE 734

398850

THIS INSTRUMENT PREPARED BY  
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Balch & Bingham  
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P. O. Box 306  
Birmingham, Alabama 35201  
Tel: (205) 251-8100

ASSIGNMENT OF RENTS AND LEASES

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

*W. L. Lee*  
*July 7-23-87*

KNOW ALL MEN BY THESE PRESENTS, that whereas, Donnie F. Tucker, an unmarried man (hereinafter called the "Undersigned") has executed a Mortgage and Security Agreement (hereinafter called the "Mortgage") of even date herewith to CENTRAL BANK OF THE SOUTH, conveying the real estate legally described in Exhibit "A" attached hereto and incorporated herein by reference and being hereinafter referred to as the "Premises", and given to secure, among other indebtedness (hereinafter "other Indebtedness"), a note or notes (hereinafter referred to as the "Note") of the undersigned in the principal sum of NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$900,000.00) and CENTRAL BANK OF THE SOUTH (hereinafter called the "Mortgagee") is the legal owner and holder of the Note and said Mortgage; and

WHEREAS, the Undersigned is desirous of further securing (i) the payment of principal, interest and all other sums now due or hereafter to become due under the Note, including any extensions or renewals thereof, and under the Mortgage, this Assignment and any other document evidencing, securing or relating to the Note or to other Indebtedness of the Undersigned to the Mortgagee, and (ii) the performance of each and every obligation, covenant and agreement of the Undersigned contained in this Assignment, the Note, the Mortgage and in any other document evidencing, securing or relating to the indebtedness evidenced by the Note or to other Indebtedness of the Undersigned to Mortgagee.

NOW, THEREFORE, the Undersigned, for and in consideration of these presents and the mutual agreements herein contained and as further and additional security as aforesaid to the Mortgagee, and in consideration of the sum of ONE DOLLAR (\$1.00) to the Undersigned in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign and transfer unto the Mortgagee all leases of all or part of the Premises, and all the rents, issues and profits now due and which may hereafter become due under or by virtue of any such lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the Premises above described or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be

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made or agreed to by the Mortgagee under the powers herein granted, it being the intention of the parties to hereby establish an absolute transfer and assignment of all the said leases and agreements, and all the avails thereof, to the Mortgagee, and the Undersigned does hereby appoint irrevocably the Mortgagee its true and lawful attorney in its name and stead (with or without taking possession of the aforesaid Premises as hereinafter provided), to rent, lease or let all or any portion of said Premises to any party or parties at such rental and upon such term, in its discretion as it may determine, and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter become due under each and all of the leases and agreements, written or verbal, or other tenancy existing or which may hereafter exist on said Premises, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as the Mortgagee would have upon taking possession of the said Premises pursuant to the provisions hereinafter set forth.

The Undersigned represents and agrees that no rent has been or will be paid by any person in possession of any portion of the above-described Premises for more than one installment in advance and that the payment of none of the rents to accrue for any portion of said Premises has been or will be waived, released, reduced, or discounted, or otherwise discharged or compromised by the Undersigned. The Undersigned waives any right of setoff against any person in possession of any portion of the above-described Premises. The Undersigned agrees that it will not assign any of the rents or profits except to the purchaser or grantee of the Premises.

Nothing herein contained shall be construed as constituting the Mortgagee as "mortgagee in possession" in the absence of the taking of actual possession of the said Premises by the Mortgagee pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted the Mortgagee, no liability shall be asserted or enforced against the Mortgagee, all such liability being expressly waived and released by the Undersigned.

The Undersigned further agrees to assign and transfer to the Mortgagee all future leases upon all or any part of the above described Premises and to execute and deliver, immediately upon the request of the Mortgagee, all such further assurances and assignment in the Premises as the Mortgagee shall from time to time require.

Although it is the intention of the parties that this Assignment of Rents shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Mortgagee shall not exercise any of the rights and powers conferred upon it herein until and unless a

default shall occur in the payment of interest or principal due under the Note or other Indebtedness secured by the above-described Mortgage, or in the performance or observance of any of the conditions or agreements of any instrument now or any time securing or evidencing said Note or other Indebtedness of the Undersigned to the Mortgagee, which is not corrected within any applicable cure period, and nothing herein contained shall be deemed to affect or impair any rights which the Mortgagee may have under said Note and Mortgage or any other instrument evidencing, securing or relating to the indebtedness evidenced by said Note, or and any other Indebtedness of the Undersigned to the Mortgagee.

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In any case in which, under the provisions of the above-described Mortgage, the Mortgagee has a right to institute foreclosure proceedings, whether before or after the entire principal sum secured thereby is declared to be immediately due, or whether before or after institution of legal proceedings or any other action to foreclose the lien thereof, or whether before or after sale thereunder, forthwith, upon demand of the Mortgagee and if and to the extent permitted by law, the Undersigned agrees to surrender to the Mortgagee, and the Mortgagee shall be entitled to take actual possession of, the Premises or any part thereof personally, or by its agents or attorneys, and the Mortgagee in its discretion may, if and to the extent permitted by law as aforesaid, enter upon and take and maintain possession of all or any part of said Premises, together with all the documents, books, records, papers and accounts of the Undersigned or then owner of the Premises relating thereto, and may exclude the Undersigned, its agents or servants, wholly therefrom and may as attorney-in-fact or agent of the Undersigned, or in its own name as Mortgagee and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, thereof either personally or by its agents, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security for the avails, rents, issues, and profits of the Premises, including legal actions for the recovery of rent, legal dispossessory actions against tenants holding over and legal actions in distress of rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to the Undersigned except as otherwise required by applicable law, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle the Undersigned to cancel the same, to elect to disaffirm any lease or sublease made subsequent to the aforesaid Mortgage or subordinated to the lien thereof, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the above-described Premises that may seem judicious in its discretion, to insure and reinsure the same for all risks incident-

tal to the Mortgagee's possession, operation and management thereof and to receive all such avails, rents, issues and profits.

The Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases or rental agreements relating to said Premises, and the Undersigned shall and does hereby agree to indemnify and hold the Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under any leases or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases. Should the Mortgagee incur any such liability, loss or damage, under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands asserted against the Mortgagee in connection with any one or more of said leases, the Undersigned agrees to reimburse the Mortgagee for the amount thereof, including costs, expenses and reasonable attorneys' fees immediately upon demand, and until the same are fully reimbursed by the Undersigned, all such costs, expenses and attorneys' fees shall be secured by this Assignment.

The Mortgagee in the exercise of the rights and powers conferred upon it by this Assignment shall have full power to use and apply the avails, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as the Mortgagee may determine:

(a) To the payment of the operating expenses of said Premises, including cost of management and leasing thereof (which shall include reasonable compensation to the Mortgagee and its agent or agents, if management be delegated to an agent or agents, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;

(b) To the payment of taxes and special assessments now due or which may hereafter become due on said Premises;

(c) To the payment of all repairs, decorating, renewals, replacements, alterations, additions, or betterments, and improvements of said Premises, including the cost from time to time of installing, repairing and replacing refrigeration appliances and gas or electric stoves therein, and of placing said Premises in such condition as will, in the judgment of the Mortgagee, make it readily rentable; and

(d) To the payment of any indebtedness evidenced or secured by the Note, the Mortgage or any other document evidencing,



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securing or related to the indebtedness evidenced by the Note, or any other indebtedness of the Undersigned to the Mortgagee, or any deficiency which may result from any foreclosure sale of the Premises.

The Undersigned does further specifically authorize and instruct each and every present and future lessee or tenant of the whole or any part of the above-described Premises to pay all unpaid rental agreed upon in any lease or tenancy to the Mortgagee upon receipt of demand from said Mortgagee to pay the same.

It is understood and agreed that the provisions set forth in this Assignment shall be deemed as a special remedy given to the Mortgagee, and shall not be deemed exclusive of any of the remedies granted in the above-described Mortgage, but shall be deemed an additional remedy and shall be cumulative with the remedies therein granted.

Whenever the word "Undersigned" is mentioned herein, it is hereby understood that the same includes both the singular and plural in number and the masculine, feminine or neuter gender, as the context hereof shall require, and shall include and be binding upon successors and assigns (including successors by consolidation) of the Undersigned, and any party or parties holding title to the above-described Premises by, through or under the Undersigned. All of the rights, powers, privileges and immunities herein granted and assigned to the Mortgagee shall also inure to its successors and assigns, including all holders, from time to time, of the above-described Note.

It is expressly understood that no judgment or decree which may be entered on any debt secured or intended to be secured by the above-described Mortgage shall operate to abrogate or lessen the effect of this instrument, but that the same shall continue in full force and effect until the payment and discharge of any and all indebtedness secured by said Mortgage, in whatever form the said indebtedness may be and until the indebtedness secured by said Mortgage shall have been paid in full and all bills incurred by virtue of the authority herein contained have been fully paid out of rents, issues and profits of the Premises, or by the Undersigned, or until such time as this instrument may be voluntarily released. This instrument shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale, until the issuance of a deed pursuant to such foreclosure, unless the indebtedness secured by the above described Mortgage is fully satisfied before the expiration of any period of redemption.

3207 MD 739

IN WITNESS WHEREOF, the Undersigned has caused this instrument to be executed and delivered in Birmingham, Alabama, this 21 day of July, 1987.

WITNESS:

Virginia J. Bolek

Donnie F. Tucker  
Donnie F. Tucker

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, Tammy C. Gossard, a Notary Public in and for said County in said State, hereby certify that Donnie F. Tucker, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily.

Given under my hand this 21<sup>st</sup> day of July, 1987.

Tammy Gossard  
Notary Public  
My commission expires: 6-8-91

NOTARIAL SEAL

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## EXHIBIT "A"

3201 NW 740

## Parcel I

Commence at the SW corner of the NW 1/4 of the NE 1/4 of Section 29 T 15 S, R 1 W, Jefferson County, Alabama and run west along the south line of the N 1/2 of the NW 1/4 of said section 552.30 feet to a point on a curve of the south easterly right-of-way of the Louisville & Nashville Railroad; thence turn an angle to the right of  $128^{\circ}19'10''$  to the chord of said curve whose radius is 7689.49 feet and whose central angle is  $4^{\circ}53'31''$  and whose length of curvature is 656.53 feet concave left and run along said chord 656.33 feet to the point of beginning; thence turn an angle to the left  $0^{\circ}59'00''$  from last said course to the chord of a curve concave left whose radius is 7689.49 feet and whose central angle is  $0^{\circ}11'34''$  and whose length of curvature is 25.88 feet and run along said chord 25.88 feet to a point on a 30 feet right-of-way; thence turn an angle to the left  $99^{\circ}28'43''$  and run 40.75 feet along said right-of-way; thence turn an angle right of  $17^{\circ}30'$  and run 54.46 feet along said right-of-way to a point on a curve of said 30 feet right-of-way whose radius is 7569.49 feet and whose central angle is  $0^{\circ}13'47''$  and whose length of curvature concave left is 30.44 feet; thence turn an angle right  $80^{\circ}14'48''$  to the chord of said curve and run along said chord 30.44 feet; thence turn an angle to the right of  $99^{\circ}45'12''$  and run 55.0 feet along said right-of-way; thence turn an angle left of  $17^{\circ}30'$  and run 46.23 feet along said right-of-way to a point on a curve of the southeasterly right-of-way of said L&N Railroad; thence turn an angle to the left of  $83^{\circ}27'06''$  to the chord of said curve whose radius is 7689.49 feet and whose arc length is 297.42 feet concave left and run 297.40 feet along said chord; thence turn an angle to the left of  $1^{\circ}06'29''$  and run 614.20 feet along said right-of-way to a point on the north line of said Section 29; thence turn an angle to the right of  $56^{\circ}41'05''$  and run 786.98 feet; thence turn an angle right of  $120^{\circ}25'30''$  and run 1136.87 feet; thence turn an angle left of  $57^{\circ}29'57''$  and run 19.46 feet; thence turn an angle left of  $89^{\circ}59'59''$  and run 84.44 feet; thence turn an angle to the right  $100^{\circ}16'31''$  from last said course to the chord of a curve concave right whose radius is 560.00 feet, whose central angle is  $15^{\circ}26'01''$  and whose length of curvature is 150.85 feet and runs along said chord 150.39 feet; thence turn an angle of  $7^{\circ}43'01''$  right from the tangent of last said curve and run 100.86 feet; thence turn an angle left of  $50^{\circ}13'48''$  from last said course to the chord of a curve concave left whose radius is 195.00 feet; whose central angle is  $100^{\circ}27'36''$  and whose length of curvature is 333.14 feet and runs along said chord 292.07 feet; thence turn an angle of  $39^{\circ}46'08''$  right from the tangent of last said curve and run 5.00 feet; thence turn an angle to the left of  $93^{\circ}37'14''$  from last said course to the chord of a curve concave right whose radius is 195.00 feet whose central angle is  $7^{\circ}14'34''$  and whose length of curvature is 24.65 feet and runs along said chord 24.63 feet; thence turn an angle of  $3^{\circ}37'17''$  left from the tangent of last said curve and run 105.35 feet; thence turn an angle to the right  $5^{\circ}44'42''$  from last said course to the chord of a curve concave right whose radius is 1830.00 feet whose central angle is  $11^{\circ}29'24''$  and whose length of curvature is 366.99 feet and runs along said chord 366.37 feet; thence turn an angle of  $85^{\circ}44'42''$  right from the tangent of last said curve and run 180.00 feet; thence turn an angle right  $89^{\circ}40'50''$  and run 9.64 feet; thence turn an angle left  $90^{\circ}30'54''$  and run 171.03 feet; thence turn an angle right of  $53^{\circ}22'31''$  and run 146.42 feet; thence turn an angle right of  $88^{\circ}24'05''$  and run 10.01 feet; thence turn an angle left of  $87^{\circ}49'08''$  and run

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142.61 feet; thence turn an angle left  $114^{\circ}24'19''$  and run 201.75 feet; thence turn an angle to the right  $82^{\circ}50'37''$  from the last said course to the chord of a curve concave left whose radius is 152.00 feet, whose central angle is  $14^{\circ}18'47''$  and whose length of curvature is 37.97 feet and runs along said chord 37.87 feet; thence turn an angle of  $7^{\circ}08'13''$  left from the tangent of last said curve and run 104.74 feet; thence turn an angle left  $90^{\circ}01'11''$  and run 50.04 feet; thence turn an angle to the right  $101^{\circ}05'36''$  from the last said course to the chord of a curve concave right whose radius is 152.00 feet whose central angle is  $22^{\circ}11'11''$  and whose length of curvature is 58.88 feet and runs along said chord 58.49 feet; thence turn an angle of  $11^{\circ}05'35''$  right from the tangent of last said curve and run 46.18 feet; thence turn an angle right of  $90^{\circ}00'00''$  and run 50.00 feet; thence turn an angle left of  $90^{\circ}00'00''$  and run 164.12 feet; thence turn an angle right of  $90^{\circ}00'00''$  and run 202.67 feet; thence turn an angle left of  $111^{\circ}50'19''$  and run 218.82 feet; thence turn an angle left  $90^{\circ}00'01''$  and run 10.00 feet; thence turn an angle right  $90^{\circ}00'01''$  and run 309.16 feet; thence turn an angle right  $117^{\circ}54'14''$  and run 11.32 feet; thence turn an angle left  $117^{\circ}54'14''$  and run 61.53 feet; thence turn an angle right  $90^{\circ}32'51''$  and run 522.11 feet; thence turn an angle right  $116^{\circ}18'43''$  and run 236.90 feet; thence turn an angle left  $42^{\circ}17'02''$  and run 346.89 feet; thence turn an angle right of  $14^{\circ}26'05''$  and run 308.35 feet; thence turn an angle right of  $20^{\circ}23'47''$  and run 66.86 feet; thence turn an angle left  $92^{\circ}10'38''$  and run 146.88 feet; thence turn an angle right  $10^{\circ}52'10''$  and run 50.00 feet; thence turn an angle right  $11^{\circ}15'54''$  and run 169.53 feet; thence turn an angle left  $104^{\circ}33'28''$  and run 43.65 feet; thence turn an angle right  $90^{\circ}00'00''$  and run 252.12 feet; thence turn an angle left  $92^{\circ}46'33''$  and run 7.43 feet; thence turn an angle right  $89^{\circ}37'51''$  and run 328.46 feet; thence turn an angle right  $98^{\circ}00'23''$  and run 221.35 feet; thence turn an angle left  $28^{\circ}00'47''$  and run 295.31 feet; thence turn an angle left  $91^{\circ}14'29''$  and run 29.66 feet; thence turn an angle right  $44^{\circ}59'59''$  and run 45.27 feet; thence turn an angle to the left  $38^{\circ}56'31''$  from last said course to the chord of a curve concave right whose radius is 415 feet, whose central angle is  $0^{\circ}49'28''$  and whose length of curvature is 5.97 feet and runs along said chord 5.97 feet; thence turn an angle left  $41^{\circ}55'11''$  from the last said course to the chord of a curve concave left whose radius is 15 feet, whose central angle is  $84^{\circ}39'45''$  and whose length of curvature is 22.16 feet and runs along said chord 20.20 feet; thence turn an angle left  $42^{\circ}19'51''$  and run 46.86 feet; thence turn an angle right  $90^{\circ}00'00''$  and run 50.00 feet; thence turn an angle right  $89^{\circ}59'59''$  and run 46.86 feet; thence turn an angle left  $42^{\circ}19'51''$  from last said course to the chord of a curve concave left whose radius is 15 feet whose central angle is  $84^{\circ}39'44''$  and whose length of curvature is 22.16 feet and runs along said chord 20.20 feet; thence turn an angle left  $36^{\circ}12'18''$  from last said course to the chord of a curve concave right whose radius is 415 feet, whose central angle is  $12^{\circ}15'10''$  and whose length of curvature is 88.75 feet and runs along said chord 88.58 feet to the point of beginning; all lying in the N  $1/2$  of Section 29, T 15 S, R 1 W, Jefferson County, Alabama

the following described property:

3201 NW 742

Commence at the SW corner of the NW 1/4 of the NE 1/4 of Section 29, T 15 S, R 1 W, Jefferson County, Alabama and run west along the south line of the N 1/2 of the NW 1/4 of said section 552.30 feet to a point on a curve of the southeasterly right-of-way of the Louisville & Nashville Railroad; thence turn an angle to the right of  $128^{\circ}16'55''$  to the chord of said curve whose radius is 7689.49 feet and whose length of curvature is 682.44 feet concave left and run along said chord 682.21 feet to the point of beginning; said point being on a 30 feet right-of-way; thence turn an angle to the left of  $100^{\circ}25'28''$  and run 46.75 feet along said right-of-way; thence turn an angle right of  $17^{\circ}30'$  and run 54.46 feet along said right-of-way to a point on a curve of said 30 feet right-of-way whose radius is 7589.49 feet and whose length of curvature concave left is 30.44 feet; thence turn an angle right of  $80^{\circ}14'48''$  to the chord of said curve and run along said chord 30.44 feet; thence turn an angle to the right of  $99^{\circ}45'12''$  and run 55.0 feet along said right-of-way; thence turn an angle left of  $17^{\circ}30'$  and run 46.23 feet along said right-of-way to a point on a curve of the southeasterly right-of-way of said L&N Railroad; thence turn an angle to the right  $97^{\circ}46'09''$  to the chord of a curve whose radius is 7689.49 feet and whose length of curvature is 30.28 feet along said Railroad R.O.W. and run along said chord of said curve 30.28 feet to the point of beginning, all lying in the N 1/2 of Section 29, T 15 S, R 1 W, Jefferson County, Alabama

PARCEL 2

A thirty foot right of way more particularly described as follows:

Commence at the SW corner of the NW 1/4 of the NE 1/4 of Section 29, T 15 S, R 1 W, Jefferson County, Alabama and run west along the south line of the N 1/2 of the NW 1/4 of said section 552.30 feet to a point on a curve of the southeasterly right-of-way of the Louisville & Nashville Railroad; thence turn an angle to the right of  $128^{\circ}16'55''$  to the chord of said curve whose radius is 7689.49 feet and whose length of curvature is 682.44 feet concave left and run along said chord 682.21 feet to the point of beginning; said point being on a 30 feet right-of-way; thence turn an angle to the left of  $100^{\circ}25'28''$  and run 46.75 feet along said right-of-way; thence turn an angle right of  $17^{\circ}30'$  and run 54.46 feet along said right-of-way to a point on a curve of said 30 feet right-of-way whose radius is 7589.49 feet and whose length of curvature concave left is 30.44 feet; thence turn an angle right of  $80^{\circ}14'48''$  to the chord of said curve and run along said chord 30.44 feet; thence turn an angle to the right of  $99^{\circ}45'12''$  and run 55.0 feet along said right-of-way; thence turn an angle left of  $17^{\circ}30'$  and run 46.23 feet along said right-of-way to a point on a curve of the southeasterly right-of-way of said L&N Railroad; thence turn an angle to the right  $97^{\circ}46'09''$  to the chord of a curve whose radius is 7689.49 feet and whose length of curvature is 30.28 feet along said Railroad R.O.W. and run along said chord of said curve 30.28 feet to the point of beginning, all lying in the N 1/2 of Section 29, T 15 S, R 1 W, Jefferson County, Alabama



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STATE OF ALA. JEFFERSON CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON

1987 JUL 23 AM 10:52

RECORDED BY                      FEE, TAX  
A \$                      HAS BEEN  
PAID ON THIS INSTRUMENT.

*ONE*  
JUL 23 1987

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RECORDING FEES	
Recording Fee	\$ <u>52.50</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>53.50</u>

## CERTIFIED COPY

State of Alabama  
Jefferson County

I, the Undersigned, as Judge of the Court of Probate,  
in and for said County, in said State, hereby certify that  
the foregoing is a full, true and correct copy of the instru-  
ment with the filing of same as appears of record in this  
office in Vol. 3207 Record of 734  
on page 13th

Given under my hand and official seal, this the 13th  
day of May 19 88

Off G. Torrence  
Judge of Probate

STATE OF ALA. SHELLEY  
I CERTIFY THIS  
INSTRUMENT WAS FILED

88 MAY 26 AM 10:26

F. Roman A. J. J. J.  
JUDGE OF PROBATE