

STATE OF ALABAMA)
)
 JEFFERSON COUNTY)

ASSIGNMENT OF RENTS

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned
 Ronald Dean Kittinger and wife,
Joyce Jones Kittinger, 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 Schedule "A" Attached for Legal Description

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This Agreement is made as additional security for the
 payment of One Principal Note hereinafter called the Mortgage
 Note, dated July 21, 1988, for \$ 240,000.00
 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 July 21, 1988,
 executed and delivered by the Assignor to the Assignee to secure
 the payment of the Mortgage Note and covering the above described
 premises.

RONALD DEAN KITTINGER AND RONALD D. KITTINGER ARE ONE AND THE SAME PERSON.
 JOYCE JONES KITTINGER AND JOYCE J. KITTINGER ARE ONE AND THE SAME PERSON.

P.O. Box 10247
 B'ham, AL 35202

SCHEDULE "A"

PARCEL I

All that part of the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Northwest corner of said NW $\frac{1}{4}$ of SW $\frac{1}{4}$ and run East along the North line thereof for a distance of 389.42 feet to the point of beginning, thence from said point of beginning continue East along the last described course for a distance of 256.50 feet to a point; thence turn right 90 degrees and run South for a distance of 82.98 feet, thence turn left 68 degrees 8 minutes 21 seconds and run Southeasterly for a distance of 454.82 feet to a point on the West line of Alabama Highway 119, thence run right 91 degrees 33 minutes 52 seconds and run in a Southwesterly direction along said right of way for a distance of 144.83 feet to a point, thence turn right 88 degrees 25 minutes 12 seconds and run in a Northwesterly direction for a distance of 720.77 feet to a point, thence turn right 89 degrees 33 minutes 30 seconds and run in a Northeasterly direction for a distance of 126.47 feet to the point of beginning. Situated in Shelby County, Alabama.
LESS AND EXCEPT that portion of caption lands previously conveyed to Cahaba Seafood, Inc., by deed recorded in Real Record 004, Page 702, in Probate Office.

PARCEL II

Lot 10, according to the Survey of Mountain Ridge Estates, First Sector, as recorded in Map Book 7, Page 100, in the Probate Office of Shelby County, Alabama.
Situated in Shelby County, Alabama.

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 Assigness, 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.

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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 21st day of July, 1988.


Ronald Dean Kittinger


Joyce Jones Kittinger

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for
said County and State, hereby certify that Ronald Dean Kittinger
and wife, Joyce Jones Kittinger, 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 21st
day of July, 19 88.

Kathy Susan Young
Notary Public
my commission expires: JULY 8, 1989

STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED

88 JUL 25 PM 12:35

James L. Thompson, Jr.
JUDGE OF PROBATE

RECORDING FEES

Recording Fee	\$ <u>12.50</u>
Index Fee	<u>1.00</u>
TOTAL	<u>13.50</u>

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