

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:

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(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.

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.

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IN WITNESS WHEREOF, the said Assignor has hereunto set its hands and seals on this 31st day of August, 1988.

C & A COMPANY, INC.

BY: J. Steve Caiola
J. Steve Caiola, Secretary

EXHIBIT "A"

PARCEL I:

A part of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 31, Township 19 South, Range 2 West, more particularly described as follows: Commence at the NW corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 31, Township 19 South, Range 2 West; thence turn an angle of 20 degrees 29 minutes 10 seconds left from the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section and run Southeasterly for a distance of 347.40 feet; thence turn 71 degrees 34 minutes 40 seconds left and run Easterly for a distance of 364.82 feet; thence turn 4 degrees 50 minutes 40 seconds right and run Easterly for a distance of 369.55 feet to the point of beginning; thence turn 115 degrees 32 minutes left and run Northwesterly for a distance of 178.73 feet; thence turn 118 degrees 34 minutes 10 seconds right and Southeasterly for a distance of 130.53 feet; thence turn 27 degrees 14 minutes 20 seconds left and run Northeasterly for a distance of 154.30 feet to the Southwesterly right of way line of Old U.S. Highway No. 31; thence turn 83 degrees 55 minutes right and run Southeasterly along the right of way of said road for a distance of 156.00 feet; thence turn 100 degrees 24 minutes 30 seconds right and run Southwesterly for a distance of 284.26 feet; thence turn 88 degrees 22 minutes right and run Northwesterly for a distance of 14.14 feet to the point of beginning. Situated in Shelby County, Alabama.

PARCEL II:

The East $\frac{1}{2}$ of Lot 6, in Block 109-A, according to the present plan and survey of the City of Birmingham, Alabama, by the Elyton Land Company. Located in Jefferson County, Alabama

This survey has never been filed for record and is not available for recordation.

This is a second mortgage taken subject to that certain mortgage from Joe Caiola to Alice Jeanne Huddleston, John Huddleston, Mary H. Chiles, Jane H. Aaron, Nancy H. Packer; George Huddleston, III, Margaret Huddleston and Nancy Huddleston, a minor, by and through her guardian, John Huddleston, dated September 17, 1975, recorded in Real Record 1217, Page 352, in the Probate Office of Jefferson County, Alabama.

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C & A COMPANY, INC.

BY: J. Steve Caiola
J. Steve Caiola, Secretary

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that _____, 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 _____ day of _____, 19_____.

Notary Public

my commission expires: _____

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, Notary Public in and for said County, in said State, hereby certify that J. Steve Caiola, whose name as Secretary of C & A Company, Inc., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date that being informed of the contents of the conveyance, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 31st day of August, 1988.

Margaret M. Lu
My Commission Expires: 2-5-91

STATE OF ALA. SHELBY
I CERTIFY THIS
INSTRUMENT WAS FILED

88 SEP -2 AM 9:55

Thomas G. Snowden, Jr.
JUDGE OF PROBATE

1250
100
1350

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