

This Instrument Prepared By:

774

William W. Brooke
WALLACE, BROOKE & BYERS
2000 SouthBridge Parkway, Suite 525
Birmingham, Alabama 35209

ASSIGNMENT OF LEASES

STATE OF ALABAMA

COUNTY OF SHELBY

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KNOW ALL MEN BY THESE PRESENTS: That the undersigned Dewberry Engraving Company of Alabama, Inc., an Alabama corporation with its principal offices located in Shelby County, Alabama (the "Assignor"), in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration in hand paid to Assignor by Monumental Life Insurance Company and Monumental General Insurance Company (hereinafter collectively called "Assignee"), receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto Assignee, its successors and assigns, all of Assignor's interest in and to all leases presently existing and hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of that certain parcel of real estate situated in Shelby County, Alabama and described in Exhibit A attached hereto, including, without limitation, the leases described in Exhibit B attached hereto, and all the rents, issues, and profits now due and which may hereafter become due under or by virtue of said leases and agreements.

This Agreement is made and given as additional security for the payment of indebtedness due by Assignor to Assignee in the

Wallace, Brooke & Byers

amount of Three Million Five Hundred Thousand and No/100 Dollars (\$3,500,000) with interest thereon (the "Loan"), as evidenced by two Promissory Notes aggregating said amount (collectively, the "Note") executed and delivered by Assignor to Assignee on the date hereof, and as additional security for the full and faithful performance by Assignor of all the terms and conditions of a certain Mortgage and Security Agreement of even date herewith (the "Mortgage") executed and delivered by Assignor to Assignee on the property described in Exhibit A to secure the payment of the Note. Collectively, the Note, Mortgage, this Assignment of Rents and all other documents evidencing or securing the Loan shall be referred to herein as the "Loan Documents".

Assignor agrees that this Agreement shall cover all further leases, whether written or verbal, or any letting of, or any agreement for the use, purchase or occupancy of, any part of said premises.

Assignor further agrees that it will not assign the rent or any part of the rents of said premises, nor collect rents under any leases or other agreements relating to use of any part of the property described in Exhibit A for a period further in advance than thirty (30) days without the written consent of Assignee, nor do any other act whereby the lien of the Mortgage may be impaired in value or quality.

Assignor further agrees that this Assignment is to remain in full force and effect so long as the Note remains unpaid and that

it may be enforced by Assignee, its successors and assigns, as the holder of the Note.

It is expressly understood and agreed by Assignor and Assignee hereof that this instrument shall constitute a present assignment of the rents arising from the property; however, Assignee does hereby grant to Assignor a license to collect said rents, income and profits, but not for a period further in advance than thirty (30) days, and to retain, use and enjoy the same unless and until Assignor defaults in the performance of the terms and conditions of the Note, or Assignor defaults in the performance of the terms and conditions of the Mortgage or this Assignment or until Assignee shall otherwise revoke the license granted hereby.

Assignor does hereby authorize and empower Assignee, its successors and assigns, or the holder of the Note, to collect, upon demand, after any such default or any earlier termination of said license, 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 lessee making such payment to Assignee shall be under no obligation to inquire into or determine the actual existence of any default claimed by Assignee.

Any amounts received or collected by Assignee, its successors and assigns, by virtue of this Assignment shall be applied for the following purposes, but not necessarily in the order named, the priority and application of such funds being within the sole discretion of the holder of the 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 assessments become due and payable;

(3) to the payment of premiums due and payable on any insurance policy relating to said premises;

(4) to the payment of all other sums which may be or become due and payable under the terms of the Loan Agreement or the Mortgage;

(5) to the payment of installments of principal and interest on the note as and when they become due and payable pursuant to the terms of said Note;

(6) the balance remaining after payment of the above shall be paid to the then owner of record of said premises.

Assignor hereby agrees to indemnify Assignee for, and to save it harmless from, any and all liability, loss or damage which Assignee might incur by virtue of this Agreement and the enforcement of its remedies hereunder, and from any and all claims and demands whatsoever which may be asserted against Assignee on account thereof. Without limiting the generality of the forgoing, Assignor covenants and agrees that this Assignment, prior to any such default and entry upon the premises by said Assignee by reason thereof, shall not operate to place

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responsibility for the control, care, management, or repair of said premises upon Assignee, nor the carrying out of any of the terms and conditions of said leases; nor shall it operate to make 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, Assignor has caused these presents to be properly executed as of the 9th day of November, 1988.

ASSIGNOR:
DEWBERRY ENGRAVING COMPANY OF
ALABAMA, INC.

By: J. Ralph Dewberry
J. Ralph Dewberry
As Its President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that J. Ralph Dewberry, whose name is signed to the foregoing conveyance as President of Dewberry Engraving Company of Alabama, Inc., and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same on behalf of such corporation and with full authority, on the day the same bears date.

Given under my hand this 3 day of November, 1988

Don Lyndon
NOTARY PUBLIC

[SEAL]

My Commission Expires: 11-19-90

**EXHIBIT A TO
ASSIGNMENT OF LEASES**

LEGAL DESCRIPTION

All of the following described real estate, situated in Shelby County, Alabama, together with all buildings and other improvements located thereon:

PARCEL I:

A part of Lot 1, Dewberry's Subdivision as recorded in Map Book 9, Page 11 in the Probate Office of Shelby County, being more particularly described as follows:

Begin at the Southwest corner of the NW 1/4 of the SE 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, said point being on the West line of said Lot 1, Dewberry's Subdivision; thence from the West line of said 1/4-1/4 section turn an angle of 29 degrees 08' to the right in a Northeasterly direction and run 695.72 feet to a point; thence 95 degrees 21' to the right in a Southeasterly direction a distance of 108.82 feet to a point; thence 51 degrees 00' 30" to the left in a Northeasterly direction a distance of 145.36 feet to a point; thence 18 degrees 46' 45" to the right in an Easterly direction a distance of 78.28 feet to a point; thence 20 degrees 07' 42" to the left in a Northeasterly direction a distance of 70.31 feet to a point; thence 38 degrees 51' to the left in a Northeasterly direction a distance of 143.16 feet to a point on the Southwesterly right-of-way line of U. S. Highway No. 280; thence 92 degrees 59' 54" to the right in a Southeasterly direction along said right-of-way line a distance of 41.53 feet to a point; thence 79 degrees 04' 30" to the right in a Southwesterly direction a distance of 69.37 feet to the P.C. (point of curve) of a curve to the right having a radius of 167.05 feet and a central angle of 67 degrees 25'; thence Southwesterly along the arc of said curve a distance of 196.55 feet to the P.T. (point of tangent) of said curve; thence Westerly in the tangent to said curve a distance of 50.00 feet to the P.C. (point of curve) of a curve to the left having a radius of 250.52 feet and a central angle of 41 degrees 05' 04"; thence Southwesterly along the arc of said curve a distance of 179.63 feet to the P.C.C. (point of compound curve) of a curve to the left having a radius of 160.00 feet and a central angle of 22 degrees 42' 25"; thence Southwesterly along the arc of said curve a distance of 63.41 feet to a point; thence 108 degrees 34' 46" to the left (angle measured to tangent) in a Southeasterly direction a distance of 142.71 feet to a point; thence 38 degrees 15' to the right in Southeasterly direction a distance of 304.00 feet to a point; thence 70 degrees 30' to the right in a Southwesterly direction a distance of 1016.00 feet to a point; thence 90 degrees 00' to the right in a Northwesterly direction a distance of 257.32 feet to a point on the West line of the SW 1/4 of the SE 1/4 of said Section 36; thence 60 degrees 52' to the right in a Northerly direction along the West line of said 1/4-1/4 section a distance of 572.42 feet to the point of beginning. Situated in the Probate Office of Shelby-County, Alabama.

PARCEL II:

A part of Lot 1, Dewberry's Subdivision as recorded in Map Book 9, Page 11 in the Probate Office of Shelby County, being more particularly described as follows:

Begin at the Southwest corner of the NW 1/4 of the SE 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, said point being on the West line of said Lot 1, Dewberry's Subdivision; thence North along the West line of said 1/4-1/4 Section a distance of 653.70 feet to a point; thence 119 degrees 08' to the right in a

Southeasterly direction a distance of 218.25 feet to a point; thence 11 degrees 19' to the left in a Southeasterly direction a distance of 101.98 feet to a point; thence 101 degrees 19' to the right in a Southwesterly direction a distance of 591.01 feet to the point of beginning.

SUBJECT TO:

1. The terms and conditions of that certain Lease Agreement between the Industrial Development Board of the Town of Vincent, as Lessor, and Dewberry Engraving Company of Alabama, Inc., as Lessee, as recorded in Volume 268, Page 361, Probate Office of Shelby County (Parcel I).
2. Rights of Dewberry Engraving Company, Inc. and National Engraving Company, Inc. under their respective Lease Agreements dated October 1, 1988.
3. Right of Way to South Central Bell, as recorded in Volume 258, Page 470, in the Probate Office of Shelby County, Alabama.
4. Right of Way to Alabama Power Company, as recorded in Volume 109, Page 59, in the Probate Office of Shelby County, Alabama.
5. Minerals and Mining Rights, as recorded in Volume 257, Page 907, in the Probate Office of Shelby County, Alabama.

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**EXHIBIT B TO
ASSIGNMENT OF LEASES**

DESCRIPTION OF LEASES

<u>Tenant</u>	<u>Lease Date</u>	<u>Expiration Date</u>	<u>Monthly Rent</u>
Dewberry Engraving Company, Inc.	10/1/88	9/30/08	\$4,300.00
National Engraving Company, Inc.	10/1/88	9/30/08	\$4,300.00

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STATE OF ALA. SHEET
I CERTIFY THIS
INSTRUMENT WAS FILED
88 NOV 10 PM 1:02

Thomas A. Swanson, Jr.
JUDGE OF PROBATE

RECORDING FEES

Recording Fee \$20.00

Index Fee 1.00

TOTAL \$21.00