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STATE OF ALABAMA)
)
JEFFERSON COUNTY)

ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned CHARLES T. WELDON and wife, BARBARA N. WELDON, ("Assignors"), in consideration of the sum of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto FIRST ALABAMA BANK, ("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 legal description attached hereto marked as Exhibit A. (the "Real Property")

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This Assignment is made as additional security for the payment of a Real Estate Mortgage Note ("Note") dated December 27, 1988, for ONE HUNDRED TWO THOUSAND FIVE HUNDRED (\$102,500.00) DOLLARS, with interest as stipulated therein, executed and delivered by the Assignors to the Assignee, and as additional security for the full and faithful performance by the Assignors of all the terms and conditions of that certain Mortgage dated December 27, 1988, executed and delivered by the Assignors to the Assignee to secure the payment of the Note and covering the Real Property (the "Mortgage").

Assignors agree to duly operate and maintain the Real Property and perform all requisites on its part to keep any and all leases on the Real Property in full force.

Assignors agree 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 the Real Property.

Assignors further agree that it will not assign the rent or any part of the rent of the Real Property, nor 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, nor do any other act whereby the lien of the

Single Section

Mortgage may, in the opinion of the Assignee, be impaired in value or quality.

Assignors further agree that this Assignment shall remain in full force and effect so long as the 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 Assignors and the Assignee hereof that said Assignors reserve and are 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 Assignors default in the performance of the terms and conditions of the Note, Mortgage, this Assignment, or any other loan document evidencing the Loan.

Upon a default by Assignors of the Note, Mortgage, this Assignment, or any other Loan document evidencing this loan, Assignors do hereby authorize and empower the Assignee, its successors and assigns, or the holder of the 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 the Real Property 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 Assignees, its successors or assigns by virtue of this Assignment 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 Note:

(1) to the payment of all necessary expenses for the operation, protection and preservation of the Real Property, including the usual and customary fees for management services;

(2) to the payment of taxes and assessments levied and assessed against the Real Property described herein as said taxes and assessment become due and payable;

(3) to the payment of premiums due and payable on policies insuring the Real Property;

(4) to the payment of installments of principal and interest on the 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 the Note or the Mortgage; and

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(5) the balance remaining after payment of the above, shall be paid to the then owner of record of the Real Property.

The Assignors hereby agree 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 limiting the generality of the foregoing covenants that this Assignment, prior to any such default by the Assignee and entry upon the Real Property by the Assignee by reason thereof, shall not operate to place responsibility for the control, care, management or repair of the Real Property upon the Assignee, nor 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 Real Property by the tenant or any other party, or for any negligence in the management, upkeep, repair or control of the Real Property resulting in loss or injury or death to any tenant, licensee, invitee, employee, stranger or other person.

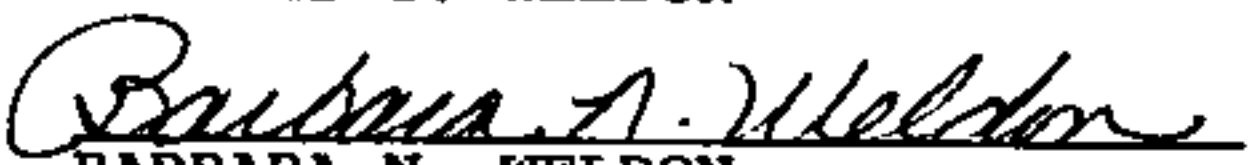
Neither any failure nor any delay on the part of Assignee in exercising any right, power or privilege under this Assignment shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise or the exercise of any other right, power or privilege.

This Assignment shall be construed in accordance with and governed by the laws of the State of Alabama.

Whenever used herein, the singular number shall include the plural and the plural the singular; and pronouns of one gender shall include all genders.

IN WITNESS WHEREOF, the Assignors have hereunto set their hands and seals on this 27th day of December, 1988.

BORROWERS:


CHARLES T. WELDON

BARBARA N. WELDON

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that CHARLES T. WELDON and wife, BARBARA N. WELDON, whose names are signed to the foregoing ASSIGNMENT OF RENTS, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the ASSIGNMENT OF RENTS, they, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27th day of December, 1988.



NOTARY PUBLIC

My Commission Expires: 10/17/90

MY COMMISSION EXPIRES OCTOBER 17, 1990

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Exhibit "A"

PARCEL I

A part of the NE 1/4 of the SE 1/4 and the SE 1/4 of the NE 1/4 of Section 13, Township 24 North, Range 15 East, Shelby County, Alabama, described as follows:

Commence at the SW corner of the SE 1/4 of the NE 1/4 of Section 13, Township 24 North, Range 15 East, Shelby County, Alabama and run thence N 0 deg. 10 min. 12 sec. E along the west line of said 1/4-1/4 section a distance of 213.60 feet to a point; thence run S 89 deg. 49 min. 48 sec. E a distance of 291.04 feet to a point on the easterly margin of Lakeshore Drive and the point of beginning of the property, Parcel No. 2, being described; thence N 6 deg. 17 min. 41 sec. W along the east margin of said Lakeshore Drive a distance of 173.63 feet to the P. C. of a property line curve to the right having a central angle of 74 deg. 16 min. 50 sec. and a radius of 13.20 feet; thence continue along the arc of said curve an arc distance of 17.12 feet to the P. T. of said curve; thence run N 67 deg. 59 min. 07 sec. E along the south margin of South River Drive a distance of 124.60 feet to a point marking the NW corner of Lot 56 of LaCoosa Estates subdivision as recorded in the Office of the Judge of Probate of Shelby County, Alabama; thence run S 18 deg. 39 min. 23 sec. E along the westerly property lines of Lots 56 and 57 of said LaCoosa Estates subdivision a distance of 336.02 feet to a point; thence run S 28 deg. 49 min. 03 sec. E over and across the westerly property lines of Lots 58, 59, and a part of Lot 60 of same said LaCoosa Estates subdivision a distance of 257.16 feet to a point; thence run S 24 deg. 55 min. 42 sec. W a distance of 43.01 feet to a point; thence run S 36 deg. 34 min. 31 sec. W a distance of 78.97 feet to a point; thence run S 32 deg. 51 min. 46 sec. W a distance of 137.64 feet to a point on the north margin of same said South River Drive in a curve to the left having a central angle of 22 deg. 59 min. 50 sec. and a radius of 221.87 feet; thence continue along the arc of said road margin an arc distance of 89.05 feet to the P. T.; thence run S 83 deg. 45 min. 07 sec. W a distance 40.41 feet to the P. C. of a curve to the right having a central angle of 89 deg. 57 min. 13 sec. and a radius of 10.0 feet; thence continue along the arc of said curve an arc distance of 15.70 feet to the P. T.; thence run N 6 deg. 17 min. 41 sec. W along the east margin of Lakeshore Drive a distance of 519.31 feet to the point of beginning; being situated in Shelby County, Alabama.

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PARCEL II

A part of the SW 1/4 of the NE 1/4, the SE 1/4 of the NE 1/4 and the NE 1/4 of the SE 1/4 of Section 13, Township 24 North, Range 15 East, Shelby County, Alabama, described as follows:

Begin at the SW corner of the SE 1/4 of the NE 1/4 of Section 13, Township 24 North, Range 15 East, Shelby County, Alabama and run thence N 0 deg. 10 min. 12 sec. E along the West line of said 1/4-1/4 section a distance of 213.60 feet to a point; thence run N 79 deg. 58 min. 02 sec. W a distance of 302.26 feet to a point on the easterly right of way line of Shelby County road no. 71 in a curve to the left having a central angle of 24 deg. 59 min. 26 sec. and a radius of 1,105.85 feet; thence run northeasterly along the arc of said right of way line curve an arc distance of 482.33 feet to a point; thence run S 89 deg. 44 min. 08 sec. E a distance of 19.98 feet to a point; thence run N 0 deg. 10 min. 13 sec. E along said right of way line a distance of 83.04 feet to a point on the south margin of Lakeshore Drive; thence run S 89 deg. 04 min. 03 sec. E along said margin of said Lakeshore Drive a distance of 63.50 feet to the P. C. of said Lakeshore Drive of a curve to the right having a central angle of 59 deg. 41 min. 06 sec. and a radius of 236.56 feet; thence continue along the arc of said right of way curve an arc distance of 246.42 feet to the P. T. of said curve; thence run S 6 deg. 17 min. 41 sec. E along the westerly margin of said Lakeshore Drive a distance of 930.92 feet to the P. C. of a curve to the left, having a central angle of 12 deg. 14 min. 00 sec. and a radius of 491.59 feet; thence continue along the arc of said right of way margin line an arc distance of 104.96 feet to the P. T. of said curve; thence run S 18 deg. 32 min. 45 sec. E along said Road margin a distance of 188.16 feet to a point; thence run S 57 deg. 45 min. 59 sec. W a distance of 171.02 feet to a point; thence run N 64 deg. 11 min. 46 sec. W a distance of 39.42 feet to a point on the water line elevation property line of Lay Lake; thence continue along the water line property line of Lay Lake for the following 15 calls in the order here given: N 15 deg. 55 min. 29 sec. W 118.29 feet; N 49 deg. 33 min. 29 sec. E 138.35 feet; N 18 deg. 13 min. 26 sec. W 126.19 feet; thence N 4 deg. 59 min. 43 sec. W 39.53 feet; N 21 deg. 24 min. 54 sec. E 62.11 feet; N 89 deg. 03 min. 07 sec. E 14.57 feet; N 2 deg. 34 min. 58 sec. W 168.57 feet; N 6 deg. 23 min. 32 sec. W 209.03 feet; S 88 deg. 17 min. 34 sec. W 116.74 feet; S 02 deg. 48 min. 13 sec. E 141.42 feet; S 6 deg. 05 min. 33 sec. W 145.90 feet; S 30 deg. 25 min. 51 sec. W 26.71 feet; S 71 deg. 05 min. 19 sec. W 73.22 feet; N 84 deg. 33 min. 20 sec. W 32.10 feet; N 03 deg. 02 min. 54 sec. W 117.68 feet to a point on the west line of the NE 1/4 of the SE 1/4 of said Section 13; thence run N 0 deg. 10 min. 12 sec. E along said west line a

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distance of 150.53 feet to the point of beginning. Less and except the following:

Commence at the NW corner of the SE 1/4 of the NE 1/4 of Section 13, Township 24 North, Range 15 East, Shelby County, Alabama, and run south along the west line of said 1/4-1/4 a distance of 1310.19 feet to a point; thence run S 38 deg. 15 min. 48 sec. E a distance of 408.34 feet to the point of beginning of the property herein described; thence run S 75 deg. 51 min. 12 sec. E 32.09 feet to a point on the west margin of Lakeshore Drive; thence run southerly along the said west margin of Lakeshore Drive a distance of 259.93 feet to a point; thence run S 38 deg. 05 min. 05 sec. W 43.22 feet to a point; thence run N 61 deg. 11 min. 05 sec. W 37.65 feet to a point on the water line of Lay Lake; thence run along the said water line elevation property line of said Lay Lake a distance of 227.83 feet to the point of beginning.

All being situated in Shelby County, Alabama.

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STATE OF ALA. SHERIFF
I CERTIFY THIS
INSTRUMENT WAS FILED

89 JAN -4 AM 10:21

Thomas C. [Signature]
JUDGE OF PROBATE

RECORDING FEES

Recording Fee	\$ <u>17.50</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>18.50</u>