

STATE OF ALABAMA )  
 )  
 JEFFERSON COUNTY )

ASSIGNMENT OF RENTS

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned  
Guy Elie Blaudeau, a married man, 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:

BOOK 279 PAGE 155  
 Part of the Southwest 1/4 of the Northeast 1/4 of Section 30, Township 19  
 South, Range 2 West, Shelby County, Alabama, being more particularly described  
 as follows: Beginning at the Southwest corner of Lot 1-A, Resurvey of Lot 1,  
 Brookwood Addition to Riverchase, a Map of which is recorded in the Office of  
 the Judge of Probate, Shelby County, Alabama, in Map Book 8, page 94, run in  
 an Easterly direction along the South line of said Lot 1-A for a distance of  
 150.49 feet to an existing iron pin; thence turn an angle to the right of 90  
 degrees and run in a Southerly direction for a distance of 192.11 feet to an  
 existing iron pin; thence turn an angle to the right of 90 degrees and run in  
 a Westerly direction for a distance of 199.17 to an existing iron pin being on  
 the curved East right-of-way line of Riverchase Parkway East (said curve being  
 concave in an Easterly direction and having a radius of 478.86 feet); thence  
 turn an angle to the right (102 degrees 31 minutes 25 seconds to chord line)  
 and run along the arc of said curved East right-of-way line for a distance of  
 165.20 feet (chord line measured 164.39 feet) to the end of said curve; thence  
 run along a line tangent to end of said curve in a Northeasterly direction and  
 being said East right-of-way line for a distance of 34.20 feet to the Point of  
 Beginning.

This Agreement is made as additional security for the  
 payment of One Principal Note hereinafter called the Mortgage  
 Note, dated February 14, 1990, for \$ 105,400.00  
 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 February 14, 1990,  
 executed and delivered by the Assignor to the Assignee to secure  
 the payment of the Mortgage Note and covering the above described  
 premises.

*First Ala Bank*  
 P.O. 10247  
 Bham 35282

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:

(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.

BOOK 279 PAGE 157  
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 14th day of February, 19 90.

  
Guy Elie Blaudon, a married man

STATE OF ALABAMA )  
 )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for  
said County and State, hereby certify that \_\_\_\_\_

Guy Elie Blaudeau, a married man, 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 14th  
day of February, 19 90.

BOOK 279 PAGE 158

*Danise J. Pharris*  
Notary Public

MY COMMISSION EXPIRES DECEMBER 11, 1993  
my commission expires: \_\_\_\_\_

STATE OF ALA. SHELBY Co.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

90 FEB 16 AM 9:43

*William C. [Signature]*  
JUDGE OF PROBATE

1. Deed Tax	-----	\$
2. Mtg. Tax	-----	\$
3. Recording Fee	-----	\$ 10.00
4. Indexing Fee	-----	\$ 3.00
5. No Tax Fee	-----	\$
6. Certified Fee	-----	\$ 7.00
Total	-----	\$ 20.00