

STATE OF ALABAMA)
JEFFERSON COUNTY)

29
This is being re-recorded for the purpose of
correcting the date of execution as previously
recorded in Book 260 Page 242.

ASSIGNMENT OF RENTS

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned
Lester C. Wyatt, 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 Attached EXHIBIT A

This Agreement is made as additional security for the
payment of One Principal Note hereinafter called the Mortgage
Note, dated October 6, 1989, for \$ 75,000.00
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 October 6, 1989,
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. Box 10247

EXHIBIT A

Commence at the NW corner of the SE Quarter of the NW Quarter of Section 31 Township 19 South, Range 2 West, Shelby County, Alabama, and run in an Easterly direction along the North line of said Quarter-Quarter Section, a distance of 452.73 feet to a point; thence turn a deflection angle of 86 degrees 31 minutes 40 seconds to the right, and run in a southerly direction, a distance of 1321.78 feet to a point; thence turn a deflection of 47 degrees 06 minutes to the right, and run in a southwesterly direction, a distance of 250.20 feet to a point on the centerline of a road; thence turn a deflection angle of 79 degrees 55 minutes 15 seconds to the right and run in a Northwesterly direction along the centerline of said road, a distance of 34.06 feet to the point of beginning; thence turn a deflection angle of 89 degrees 58 minutes 30 seconds to the left and run in a southwesterly direction, a distance of 146.00 feet to a point; thence turn an interior angle of 142 degrees 00 minutes and run the right in a Westerly direction, a distance of 152.97 feet to a point on the East right of line of U.S. Highway 31, said point being a point on a curve; thence turn an interior angle of 91 degrees 18 minutes 15 seconds (angle measured to chord) and run to the right in a Northerly direction along the East right of way line of U.S. Highway 31 and along the arc of a curve to the left having a central angle of 5 degrees 40 minutes 20 seconds and a radius of 2010.08 feet, a distance of 199.00 feet to a point on the center line of a road; thence turn an interior angle of 103 degrees 33 minutes 15 seconds (angle measured from chord) and run to the right, in a Northeasterly direction along the centerline of said road, a distance of 85.50 feet to the PC of a curve; thence continue in a Northeasterly to Southeasterly direction along the arc of a curve to the right having a central angle of 66 degrees 50 minutes and a radius of 113.67 feet, a distance of 132.59 feet to the PT of said curve; thence continue in a Southeasterly direction along the projection of the tangent to the last described curve and along the centerline of said road, a distance of 115.60 feet to the point of beginning.

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:

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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.

IN WITNESS WHEREOF, the said Assignor has hereunto set its hands and seals on this 6th day of October, 1989.

Lester C. Wyatt
Lester C. Wyatt

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for
said County and State, hereby certify that _____
Lester C. Wyatt, 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 6th
day of October, 19 89.

Lewis D. Holland
Notary Public

my commission expires: _____
MY COMMISSION EXPIRES MARCH 15, 1993

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

89 OCT -9 AM 8:51

Thomas A. Saunders, Jr.
JUDGE OF PROBATE

1. Deed Tax -----	\$	
2. Mtg. Tax -----	\$	
3. Recording Fee -----	\$	12.50
4. Indexing Fee -----	\$	3.00
5. No Tax Fee -----	\$	
6. Certified Stamp Fee --	\$	1.00
Total -----	\$	16.50

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

90 MAR 13 AM 11:59

Thomas A. Saunders, Jr.
JUDGE OF PROBATE

1. Deed Tax -----	\$	
2. Mtg. Tax -----	\$	
3. Recording Fee -----	\$	12.50
4. Indexing Fee -----	\$	3.00
5. No Tax Fee -----	\$	
6. Certified Fee -----	\$	1.00
Total -----	\$	16.50