

STATE OF ALABAMA  
COUNTY OF SHELBY

1774

ASSIGNMENT ATTACHED

COLLATERAL ASSIGNMENT OF LEASE AND RENTS BY LESSOR

KNOW ALL MEN BY THESE PRESENTS that RICHARD L. DESHAZO and RICHARD L. DESHAZO AS TRUSTEE UNDER DECLARATION OF TRUST, DATED 8-29-89 (hereinafter called the Assignor), in consideration of ONE AND NO/100 DOLLAR (\$1.00) paid by ALABAMA COMMUNITY DEVELOPMENT CORPORATION (hereinafter called Assignee) and to induce the Assignee to make a loan to Assignor or guaranteed by Assignor does hereby assign unto the Assignee the following leases;

- (1) Lease dated Oct 29, (hereinafter "Lease Agreement") between Assignor as Lessor and DESHAZO CRANE CO., INC., as Lessee, on the property described on Exhibit "A" attached hereto and incorporated herein by this reference.
- (2) Sublease dated Oct 29, (hereinafter "Lease Agreement") between DeShazo Crane Co., Inc. as Lessor and OVERHEAD CRANE SERVICES, INC., as Lessee, on the property described on Exhibit "A" attached hereto and incorporated herein by this reference.
- (3) Any and all other leases or subleases, be they verbal or written, on or concerning the property described above.

together with any and all options to purchase, modifications, extensions, and renewals thereof and together with all rights to the possession thereof.

Also, together with any and all other leases now existing or hereafter made during the term of this Assignment for the whole or any part of the above-described leased premises, and any modification, extension or renewal thereof.

1. ASSIGNMENT. This Assignment is given as additional security to secure the Assignor's performance of certain agreements to the Assignee. It is expressly understood and agreed by the Assignor and the Assignee hereof that said Assignor reserves and is entitled to the possession of said leased premises and to retain, use, and enjoy the same unless and until the Assignor defaults in the performance of the terms and conditions of its agreements to the Assignee.

assign.lr

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In the Event of Default by the Assignor in the performance of any of the terms and conditions of said Agreement with the Assignee, or this Assignment, the Assignor hereby authorizes the Assignee, at its option, to enter and take possession of the leased premises and to exercise all of the rights and privileges of the Assignor under the terms of the lease assigned. If the Assignee shall exercise such option and the Assignor shall thereafter remedy such default, of which fact judgment of the Assignee shall be conclusive, the Assignor and Assignee shall be restored to their respective rights and estates as if no default had occurred. Said option may be exercised by said Assignee as often as any such default occurs, and a failure to exercise said option shall not impair the future rights of the Assignee hereunder. Upon payment in full of all indebtedness secured hereby, as evidenced by the records of the Assignee, the assignment shall be null, void, and of no effect.

2. **WARRANTY.** Assignor warrants that title to all property subject to the Lease Agreement is in Assignor; that Assignor is the lawful owner of the entire Lessor's interest in the Lease Agreement that the Lease Agreement is genuine; that Lessee has full capacity to contract; that Assignor has the right to make this Assignment; that full title and right to receive all rents and other sums due or to become due under the Lease Agreements are vested in Assignee by this Assignment; and that the rental property and rental payments and other sums are free from liens, encumbrances, claims, and set-offs of every kind whatsoever, and that, as of the date of this Assignment, the lease is not in default.

3. **POWER OF ATTORNEY.** Assignor appoints Assignee its true, lawful, and irrevocable attorney to demand, receive, and enforce payment, to give receipts, releases, and satisfactions, and to sue, either in the name of Assignor or in the name of Assignee, for all rents and sums payable under the Lease Agreement.

4. **CONSENT.** Assignor consents that, without further notice and without releasing the liability of Assignor, Assignee may, at Assignee's discretion, give grace or indulgence in the collection of all rents and sums due or to become due under the Lease Agreement and grant extensions of time for the payment of the same before, at, or after maturity.


5. **OBLIGATIONS OF ASSIGNOR.** Assignee does not assume any of the Lessor's obligations under the Lease Agreement, and Assignor agrees: (a) to keep and perform all obligations of the Lessor under the Lease Agreement and to save Assignee harmless from the consequences of any failure to do so; and (b) to preserve the property subject to the Lease Agreement free and clear of liens and encumbrances, except to or with the consent of Assignee.

6. **NOTICE OF ASSIGNMENT.** Assignor agrees that Assignor will not assign any other interest in the Lease or Lease Agreement; that notice of this Assignment may be given to at any time at Assignee's option; and that, in the event any payment under the Lease Agreement is made to Assignor, Assignor will promptly transmit such payment to Assignee in the same form as it is received by Assignor except that Assignor will endorse instruments which are payable to Assignor.

7. **DURATION.** This Assignment is irrevocable and shall remain in full force and effect until and unless there is payment in full of all obligations secured by it or it is released by Assignee.

WITNESS its hand and seal this 14<sup>TH</sup> day of Oct., 1990.


  
Richard L. Deshazo (Individually)

  
Richard L. Deshazo as Trustee under Declaration of Trust, dated 8-29-89

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ACKNOWLEDGED AND AGREED TO  
BY LESSEES:

DESHAZO CRANE CO., INC.

BY:   
Lehman A. DeShazo, Jr.  
(Its President)

OVERHEAD CRANE SERVICES, INC.

BY:   
Lehman A. DeShazo, Jr.  
(Its President)

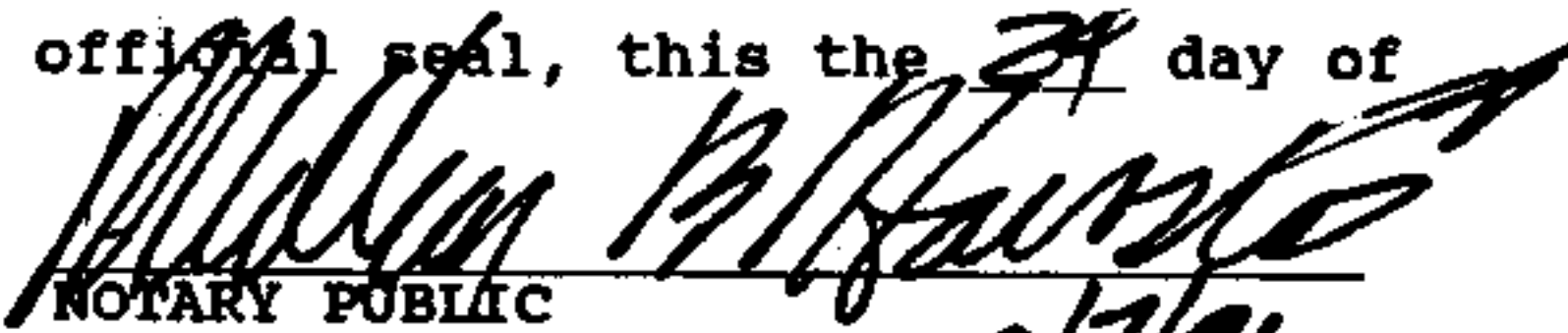
THIS INSTRUMENT PREPARED BY:  
William B. Hairston, III  
ENGEL, HAIRSTON & JOHANSON, P.C.  
P.O. Box 370027  
Birmingham, Alabama 35237  
(205) 328-4600

[ACKNOWLEDGEMENT ON NEXT PAGE]

STATE OF ALABAMA     )  
JEFFERSON COUNTY    )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Richard L. DeShazo, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

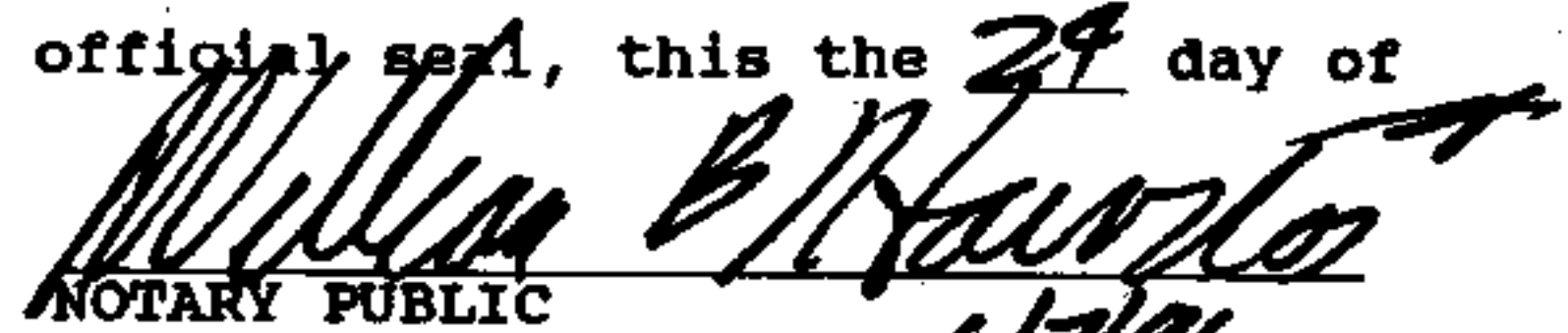
Given under my hand and official seal, this the 27 day of October, 1990.

  
NOTARY PUBLIC  
My Commission Expires: 6/7/91

STATE OF ALABAMA     )  
JEFFERSON COUNTY    )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Richard L. DeShazo, whose name as Trustee under a Declaration of Trust dated August 29, 1989, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he in his capacity as such trustee, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 29 day of October, 1990.

  
NOTARY PUBLIC  
My Commission Expires: 6/7/91

ASSIGNMENT

In consideration of the guaranty by SMALL BUSINESS ADMINISTRATION of a Debenture in the amount of \$487,000.00, issued by the ALABAMA COMMUNITY DEVELOPMENT CORPORATION (which Debenture is identified as CDC-3574223009 BIR) said ALABAMA COMMUNITY DEVELOPMENT CORPORATION hereby assigns and transfers all interest herein to SMALL BUSINESS ADMINISTRATION.

ALABAMA COMMUNITY DEVELOPMENT CORPORATION

BY: Diane Roehrig  
Its President

Dated: 10/24/90

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Diane Roehrig, whose name as President of ALABAMA COMMUNITY DEVELOPMENT CORPORATION, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she, as such officer, and with full authority, executed the same voluntarily, as an act of said corporation, acting in her capacity as aforesaid.

Given under my hand and official seal, this the 24 day of October, 1990.

[Signature]  
NOTARY PUBLIC

My Commission Expires: 6/7/91

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**EXHIBIT "A"**  
**TO**  
**MORTGAGE.**  
**AFFIDAVIT AND AGREEMENT**  
**LESSOR'S AGREEMENT**  
**ASSIGNMENT OF LEASE**  
**COLLATERAL ASSIGNMENT OF LEASE AND RENTS BY LESSOR**

**PARCEL I:**

A part of the NE 1/4 of SE 1/4 and the NW 1/4 of SE 1/4, Section 18, Township 21 South, Range 2 West Shelby County, Alabama, more particularly described as follows:

Commence at the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section 18, Township 21 South, Range 2 West Shelby County, Alabama and run thence Northerly along the East line of the SW 1/4 of SE 1/4 and the NW 1/4 of SE 1/4 of said Section 18 a distance of 1,458.55 feet to a point. Thence turn 92 degrees, 25 minutes 00 seconds left and run Southwesterly a distance of 587.18 feet to the Point of Beginning of the property, Parcel No. 1 being described. Thence continue along last described course 60.01 feet to a point. Thence turn 91 degrees, 11 minutes 34 seconds right and run Northerly 818.28 feet to a point, thence turn 94 degrees, 03 minutes 57 seconds right and run Easterly 65.40 feet to a point, thence turn 0 degrees, 02 minutes 05 seconds left and continue Easterly 474.75 feet to a point. Thence turn 85 degrees, 58 minutes 08 seconds right and run Southerly 110.0 feet to a point; thence turn 85 degrees, 58 minutes 08 seconds left and run Easterly 110.0 feet to a point; thence turn 85 degrees, 58 minutes 08 seconds right and run Southerly 280.00 feet to a point, thence turn 94 degrees, 01 minutes 52 seconds right and run Westerly 110.0 feet to a point, thence turn 94 degrees, 01 minutes 52 seconds left and run Southerly 143.93 feet to a point; thence turn 94 degrees, 01 minutes 51 seconds right and run Westerly 420.0 feet to a point. Thence turn 81 degrees, 44 minutes 14 seconds left and run Southwesterly 281.10 feet to the Point of Beginning.

**PARCEL 1-A:**

A part of the NE 1/4 of the SE 1/4, Section 18, Township 21 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section 18, Township 21 South, Range 2 West, Shelby County, Alabama and run thence Northerly along the East line of the SW 1/4 - SE 1/4 and the NW 1/4 - SE 1/4 of said Section 18 a distance of 1,458.55 feet to a Point, thence turn 92 degrees 25 minutes 00 seconds left and run Southwesterly a distance of 587.18 feet to a Point, thence turn 103 degrees 29 minutes 11 seconds right and run Northeasterly a distance of 211.10 feet to the Point of Beginning of the parcel, parcel 1-A, being described, thence continue along last described course a distance of 70.0 feet to a Point, thence turn 81 degrees 44 minutes 14 seconds right and run Easterly 40.0 feet to a Point, thence turn 125 degrees 51 minutes 13 seconds left and run Southwesterly 85.47 feet to the Point of Beginning.

CONTINUED:...



PARCEL NO. 2-A:

Commence at the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section 18, Township 21 South, Range 2 West, Shelby County, Alabama and run thence Northerly along the East line of the SW - SE 1/4 and the NW 1/4 - SE 1/4 of said Section 18 a distance of 1,458.55 feet to a Point, thence turn 92 degrees 22 minutes 51 seconds right and run Easterly 521.36 feet to a Point, thence turn 116 degrees 27 minutes 55 seconds left and run 247.62 feet to a Point, thence turn 63 degrees 06 minutes 31 seconds left and run Westerly 533.69 feet to a Point, thence turn 85 degrees 58 minutes 09 seconds right and run 143.93 feet to a Point, thence turn 94 degrees 01 minutes 52 seconds right and run Easterly 110.00 feet to the Point of Beginning of the property, Parcel No. 2-A, being described, thence turn 16 degrees 45 minutes 51 seconds left and run 135.00 feet to a Point, thence turn 89 degrees 14 minutes 47 seconds left and run 364.22 feet to a Point, thence turn 73 degrees 59 minutes 22 seconds left and run Westerly 166.22 feet to a Point, thence turn 94 degrees 01 minutes 52 seconds left and run 110.00 feet to a Point, thence turn 85 degrees 58 minutes 08 seconds left and run Easterly 110.00 feet to a Point, thence turn 85 degrees 58 minutes 08 seconds right and run Southerly 280.00 feet to the Point of Beginning.

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

90 OCT 25 AM 9:29

JUDGE OF PROBATE

1. Doc. Tax	\$	17.50
2. Rec. Tax	\$	3.00
3. Recording Fee	\$	1.00
4. Notary Fee	\$	1.00
5. Other Fees	\$	
6. Total	\$	21.50

