

STATE OF ALABAMA
COUNTY OF SHELBY

3742
ASSIGNMENT ATTACHED

ASSIGNMENT OF LEASE AND RENTS

KNOW ALL MEN BY THESE PRESENTS that CAMPS, INC. (hereinafter called "Assignor"), in consideration of ONE AND NO/100 DOLLAR (\$1.00) paid by ALABAMA COMMUNITY DEVELOPMENT CORPORATION (hereinafter together with its successor and assigns, including but not limited to the U.S. Small Business Administration, called "Assignee") and to induce the Assignee to make a loan to Assignor does hereby assign unto the Assignee the following leases;

Any and all leases (hereinafter "Lease Agreement") between Assignor as Lessor and any person or entity as Lessee, on the property described on Exhibit "A" attached hereto and incorporated herein by this reference.

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.

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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.

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

Engel Hairston

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

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in full of all obligations secured by it or it is released by Assignee.

8. **ASSIGNMENT OF AGREEMENT BY ASSIGNEE.** This assignment may be assigned by Assignee to any entity, including the U.S. Small Business Administration, and upon such assignment all obligations owed hereunder by Assignor to Assignee will vest in the Assignee's assignee, and such assignee will be entitled to all benefits hereof. After such assignment, the Assignee's assignee shall be the Assignee hereunder.

WITNESS its hand and seal this 13 day of June, 1989.

CAMPS, INC

By: Anil H. Patel (Its President)

Attest: Kanu S. Patel (Its Secretary)

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Anil S. Patel, whose name as President of CAMPS, INC. an Alabama 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, he, as such officer, and with full authority, executed the same voluntarily, as an act of said corporation, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 13 day of June, 1991.

[Signature]
NOTARY PUBLIC
My Commission Expires: 6/7/95
95

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

ASSIGNMENT

In consideration of the guaranty by SMALL BUSINESS ADMINISTRATION of a Debenture in the amount of \$569,000.00, issued by the ALABAMA COMMUNITY DEVELOPMENT CORPORATION (which Debenture is identified as CDC-3975133007-BIR) said ALABAMA COMMUNITY DEVELOPMENT CORPORATION hereby assigns and transfers all interest herein to SMALL BUSINESS ADMINISTRATION.

ALABAMA COMMUNITY DEVELOPMENT CORPORATION

BY: *Diane M. Roehrig*
Its President

Dated: 6/13/91

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 13 day of June, 1991.

William B. Hunter
NOTARY PUBLIC

My Commission Expires: 6/7/92

EXHIBIT "A"

TO

MORTGAGE

LIEN AFFIDAVIT

ASSIGNMENT OF LEASE AND RENTS

Mortgagor: CAMPS, INC.

Mortgagee: ALABAMA COMMUNITY DEVELOPMENT CORPORATION

Lot C-2, according to the Survey of Cahaba Valley Park North, as recorded in Map Book 13, page 140 A & B, in the Probate Office of Shelby County, Alabama.

An Easement for a sign:

Said Easement being 5.0 feet wide and 20.0 feet long and more particularly described as:

Commence at the Southeast Corner of said parcel described above and run Southwesterly along the Southerly line of same and along the Northerly line of that parcel described in Deed Book 163, page 742, in the Probate Office of Shelby County, Alabama, for 200.00 feet to the Northwest corner of said parcel described in said Deed Book 163, page 742 in said Probate Office; thence 90 degrees 00 minutes left and run Southeasterly along the Westerly line of said parcel for 180.00 feet to the Point of Beginning; thence continue Southeasterly along the same course for 20.00 feet to a Point on the Northerly right of way line of Alabama Highway 119; thence 90 degrees 00 minutes right and run Southwesterly along said right of way line for 5.00 feet; thence 90 degrees 00 minutes right and run Northwesterly for 20.00 feet; thence 90 degrees 00 minutes right and run Northeasterly for 5.00 feet to the Point of Beginning.

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

91 JUN 20 AM 10:47

JUDGE OF PROBATE

1. Paid Tax	
2. Paid Tax	
3. Paid Tax	12.50
4. Paid Tax	3.00
5. Paid Tax	1.00
6. Paid Tax	
Total	16.50