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ASSIGNMENT OF LEASES

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL BY THESE PRESENTS: That the undersigned HOP-A-SNAX FOOD MART, INC., an Alabama corporation (hereinafter called "Assignor"), in consideration of the sum of One Dollar (\$1.00) and other valuable consideration in hand paid to Assignor by SOUTHRUST BANK OF ALABAMA, NATIONAL ASSOCIATION, a national banking association (hereinafter called "Assignee"), receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto Assignee, its successors and assigns, all of Assignor's interest in and to all leases presently existing and hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of the real estate described in Exhibit A attached hereto, including, without limitation, the leases described in Exhibit B attached hereto, and all the rents, issues, and profits now due and which may hereafter become due under or by virtue of said leases and agreements.

This Agreement is made as additional security for the payment of indebtedness due by Assignor to Assignee in the amount of Three Hundred Forty-Two Thousand Five Hundred Dollars (\$342,500), with interest thereon, as evidenced by Promissory Note in said amount ("Note") executed and delivered by Assignor to Assignee on the date hereof, and as additional security for the full and faithful performance by Assignor of all the terms and conditions of a certain Mortgage and Security Agreement of even date herewith (the "Mortgage") executed and delivered by Assignor to Assignee on the property described in Exhibit A to secure the payment of the Note.

Assignor further agrees that it will not assign the rent or any part of the rent of said premises, nor collect rents under any leases or other agreements relating to use of any part of the property described in Exhibit A for a period further in advance than thirty (30) days without the written consent of Assignee, nor do any other act whereby the lien of the Mortgage may be impaired in value or quality.

Assignor further agrees that this Assignment is to remain in full force and effect so long as the Note remains unpaid and that it may be enforced by Assignee, its successors and assigns, as the holder of the Note.

Assignor reserves, and is entitled to collect, said rents, income and profits, but not for a period further in advance than thirty days, and to retain, use and enjoy the same unless and until Assignor defaults in the performance of the terms and

conditions of the Note, or Assignor defaults in the performance of the terms and conditions of the Mortgage or this Assignment.

Assignor does hereby authorize and empower Assignee, its successors and assigns, or the holder of the Note, to collect, upon demand, after any such default, 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 lessee making such payment to Assignee shall be under no obligation to inquire into or determine the actual existence of any default claimed by Assignee.

Any amounts received or collected by Assignee, its successors and assigns, by virtue of this Assignment shall be applied for the following purposes, but not necessarily in the order named, the 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 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 assessments become due and payable;

(3) to the payment of premiums due and payable on any insurance policy relating to said premises;

(4) to the payment of all other sums which may be or become due and payable under the terms of the Mortgage;

(5) to the payment of installments of principal and interest on the Note as and when they become due and payable pursuant to the terms of said Note; and

(6) the balance remaining after payment of the above shall be paid to the then owner of record of said premises.

Assignor hereby agrees to indemnify Assignee for, and to save it harmless from, any and all liability, loss or damage which Assignee might incur by virtue of this Assignment and the enforcement of its remedies hereunder, and from any and all claims and demands whatsoever which may be asserted against Assignee on account thereof. Without limiting the generality of the foregoing, Assignor covenants and agrees that this Assignment, prior

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to any such default 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 Assignee, nor the carrying out of any of the terms and conditions of said leases; nor shall it operate to make 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, Assignor has caused these presents to be properly executed on this the 26 day of August, 1991.

SHOP-A-SNAK FOOD MART, INC.

By:

Its EXECUTIVE VICE-PRESIDENT

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Eric Lowell Carlton, a Notary Public in and for said County in said State, hereby certify that Anthony P. Marino, whose name as Executive Vice President of Shop-A-Snak Food Mart, Inc., an Alabama corporation, is signed to the foregoing Mortgage and Security Agreement, and who is known to me, acknowledged before me on this day that, being fully informed of the contents of the Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 26 day of August, 1991.

Eric Lowell Carlton
Notary Public

My Commission Expires: May 27, 1993

This instrument was prepared by Eric L. Carlton, 3000 SouthTrust Tower, 420 North 20th Street, Birmingham, Alabama 35203.

EXHIBIT A

PARCEL A

A parcel of land located in the NW 1/4 of Section 15, Township 19 South, Range 2 West, more particularly described as follows: Commence at the SW corner of the north half of the SE 1/4 of the NW 1/4 of said Section 15; thence in a northerly direction along the westerly line of said 1/4-1/4 section, a distance of 476.55 feet to the Point of Beginning; thence continue along last described course, a distance of 92.76 feet to the intersection with the southeasterly R.O.W. line of Valleydale Road (County Road #17); thence 49 degrees, 54 minutes right, in a northeasterly direction along said R.O.W. line, a distance of 149.63 feet; thence 47 degrees, 18 minutes, 15 seconds right, in a southeasterly direction, a distance of 97.37 feet to the intersection with the southwesterly R.O.W. line of Caldwell Mill Road (County Road #29); thence 46 degrees, 10 minutes, 55 seconds right, in a southeasterly direction along said R.O.W. line, a distance of 155.00 feet; thence 90 degrees right, in a southwesterly direction, a distance of 130.22 feet; thence 43 degrees, 49 minutes, 04 seconds right, in a northwesterly direction, a distance of 200.56 feet to the Point of Beginning, containing 45,491 square feet or 1.044 acres.

PARCEL B

A parcel of land located in the North Half of the SE 1/4 of the NW 1/4 of Section 15, Township 19 South, Range 2 West, more particularly described as follows: Begin at the SW corner of said North Half; thence in a northerly direction along the westerly line of said 1/4-1/4 section, a distance of 476.55 feet; thence 97 degrees, 12 minutes, 14 seconds right, in a southeasterly direction, a distance of 200.56 feet; thence 43 degrees, 49 minutes, 04 seconds left, in a northeasterly direction a distance of 130.22 feet to the intersection with the southwesterly R.O.W. line of Caldwell Mill Road (County Road #29); thence 90 degrees right, in a southeasterly direction along said R.O.W. line, a distance of 672.22 feet to the intersection with the south line of said north half; thence 127 degrees, 28 minutes, 05 seconds right, in a westerly direction along said south line, a distance of 704.50 feet to the Point of Beginning, containing 251,213 square feet or 5.767 acres.

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EXHIBIT B

Lease, dated July 16, 1991, between Shop-A-Snak Food Mart, Inc.
and Selco, Inc.

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STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED

91 AUG 28 AM 9:28

JUDGE OF PROBATE

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