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STATE OF ALABAMA)
SHELBY COUNTY)

ASSIGNMENT OF RENTS

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned UNIVERSITY INVESTMENTS, an Alabama General Partnership

, hereinafter called the Assignor, in consideration of the sum of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, 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:

Commence at the intersection of the centerline of Plowman Street with the projection of the East right-of-way line of King Street; thence proceed in a Northerly direction along the East right of way line of King Street for a distance of 165.09 feet to an iron being the point of beginning; thence continue along said right of way for 271.70 feet to an iron; thence turn an angle of 90 degrees 02 minutes 16 seconds to the right and run 121.95 feet to an iron; thence turn an angle of 90 degrees 00 minutes 00 seconds to the right and run 35.00 feet to an iron; thence turn an angle of 59 degrees 00 minutes 00 seconds to the left and run 118.42 feet to an iron; thence turn an angle of 97 degrees 51 minutes 00 seconds to the right and run 276.90 feet to an iron; thence turn an angle of 90 degrees 00 minutes 00 seconds to the right and run 63.66 feet to the point of beginning.

Said parcel of land is lying in the SE 1/4 of the NW 1/4, Section 21, Township 22 South, Range 3 West, in the City of Montevallo, Shelby County, Alabama.

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This Agreement is made as additional security for the payment of One Principal Note hereinafter called the Mortgage

Note, dated November 15, 1991, for \$ 400,000.00

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 November 15, 1991, 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

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:

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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 15th day of November, 1991.

UNIVERSITY INVESTMENTS, an Alabama General Partnership

By: Ewell S. Robinson
Ewell S. Robinson, its General Partner

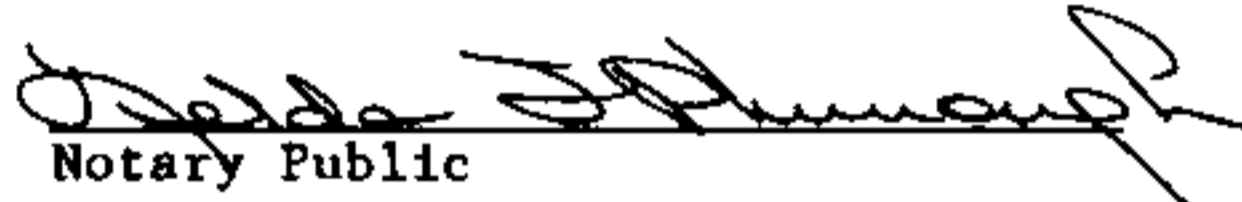
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STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, Notary Public in and for said County, in said State, hereby certify that Ewell S. Robinson, whose name as General Partner of UNIVERSITY INVESTMENTS, an Alabama General Partnership, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such partner and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal, this 15th day of November, 1991.

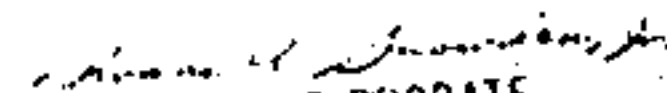

Notary Public

My Commission Expires: 2/5/95

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

91 NOV 20 AM 10:16


JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mfg. Tax	\$	
3. Recording Fee	\$	10.00
4. Indexing Fee	\$	5.00
5. No Tax Fee	\$	1.00
6. Certified Fee	\$	
Total	\$	16.00