

ASSIGNMENTS OF RENTALS AND LEASES

STATE OF ALABAMA)
JEFFERSON COUNTY)

Know all men by these presents, that whereas, SUSAN S. SCHEIN and husband, LONNIE SCHEIN (hereinafter jointly and severally called the "Borrowers") have executed a Mortgage and Note to GENERAL MOTORS ACCEPTANCE CORPORATION, conveying the real estate described in Exhibit "A" attached hereto and incorporated herein by reference and being hereinafter referred to as the "Premises", and given to secure, among other indebtedness (hereinafter "Other Indebtedness"), a note or notes (hereinafter referred to as the "Note") of the undersigned in the principal sum of One million four eighty five thousand and no/100 Dollars (\$1,485,000.00) and GENERAL MOTORS ACCEPTANCE CORPORATION (hereinafter referred to as "Mortgagee") is the legal owner and holder of the Note and said Mortgage; and

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WHEREAS, the Borrowers are desirous of further securing (a) the payment of principal, interest and all other sums now due or hereafter to become due under the Note, including any extensions or renewals thereof, and under the Mortgage, this Assignment and any other document evidencing, securing or relating to the Note or to Other Indebtedness of the Borrowers to the Mortgagee, and (b) the performance of each and every obligation, covenant and agreement of the undersigned contained in this Assignment, the Note, the Mortgage and in any other document evidencing, securing, or relating to the indebtedness evidenced by the Note or to other Indebtedness of the Borrowers to Mortgagee.

NOW, THEREFORE, the Borrowers, for and in consideration of these presents and the mutual agreements herein contained and as further and additional security as aforesaid to the Mortgagee, and in consideration of the sum of One Dollar (\$1.00) to the Borrowers in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign and transfer unto the Mortgagee all leases, of all or part of the Premises, and all the rents, now due and which may hereafter become due under or by virtue of any such lease, whether written or verbal; or any letting of, or of any agreement for the use or occupancy of the Premises above described or any part thereof,

Alan Levine

which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by the Mortgagee under the powers herein granted, it being the intention of the parties to hereby establish an absolute transfer and assignment of all the said leases and agreements, to the Mortgagee, and the Borrowers do hereby appoint irrevocably the Mortgagee its true and lawful attorney in its name and stead (with or without taking possession of the aforesaid Premises as hereafter provided), to rent, lease or let all or any portion of said Premises to any party or parties at such rental and upon such term, in its discretion as it may determine, and to collect all of said rents, arising from or accruing at any time hereafter, and all now due, or that may hereafter become due under each and all of the leases and agreements, written or verbal, or other tenancy existing or which may hereafter exist on said Premises, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as the Mortgage would have upon taking possession of the said Premises pursuant to the provisions hereafter set forth.

The Borrowers represent and agree that no rent has been or will be paid by any person in possession of any portion of the above described Premises for more than one installment in advance and that the payment of none of the rents to accrue for any portion of said premises has been or will be waived, released, reduced, or discounted, or otherwise discharged or compromised by the Borrowers. Borrowers waive any right of set off against any person in possession of any portion of the above-described Premises. Borrowers agree that they will not assign any of the rents or profits except to the purchaser or grantee of the Premises.

Nothing herein contained shall be construed as constituting the Mortgagee as "mortgagee in possession" in the absence of the taking of actual possession of the said Premises by the Mortgagee pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted the Mortgagee, no liability shall be asserted or enforced against the Mortgagee, all such liability being expressly waived and released by the Borrowers.

The Borrowers further agree to assign and transfer to the Mortgagee all future leases upon all or any part of the above described Premises.

Although it is the intention of the parties that this Assignment of Rents shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Mortgagee shall not exercise any of the rights and powers conferred upon it herein until and unless a default shall occur in the payment of interest or principal due under the Note or Other Indebtedness secured by the above described Mortgage, or in the performance or observance of any of the conditions or agreements of any instrument now or at any time securing or evidencing said Note or other Indebtedness of the Borrowers to Mortgagee, which is not corrected within any applicable cure period, and nothing herein contained shall be deemed to effect or impair any rights which the Mortgagee may have under said Note and Mortgage or any other instrument evidencing, securing or relating to the indebtedness evidenced by said Note, or any other Indebtedness of the Borrowers to Mortgagee.

In any case in which under the provisions of the above described Mortgage the Mortgagee has a right to institute foreclosure proceedings, whether before or after the entire principal sum secured thereby is declared to be immediately due, or whether before or after institution of legal proceedings or any other action to foreclose the lien thereof or before or after sale thereunder, forthwith, upon demand of the Mortgagee and if and to the extent permitted by law, the Borrowers agree to surrender to the Mortgagee, and the Mortgagee shall be entitled to take actual possession of, the Premises or any part thereof personally, or by its agents or attorney, and Mortgagee in its discretion may, if and to the extent permitted by law as aforesaid, enter upon and take and maintain possession of all or any part of said Premises, together with all the documents, books, records, papers and accounts of the Borrowers, or then owner of the Premises relating thereto, and may exclude the Borrowers, its agents or servants, wholly therefrom and may as attorney in fact or agent of the Mortgagor, or in its own name as Mortgagee and under the powers herein granted, hold operate,

manage and control the Premises and conduct the business, if any, thereof either personally or by its agents, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of security of the avails, rents issues, and profits of the Premises, including legal actions for the recovery of rent, legal dispossessory actions against tenants holding over and legal actions in distress of rent, hereby granting full power and authority to exercise each and every of the rights, privileges and power herein granted at any and all times hereafter, without notice to the Borrowers, except as otherwise required by applicable law, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Borrowers to cancel the same, to elect to disaffirm any lease or sublease made subsequent to the aforesaid Mortgage or subordinated to the lien thereof, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the above described Premises that may seem judicious in its discretion, to insure and reinsure the same for all risks incidental to Mortgagee's possession, operation, and management thereof and to receive all such rents, issues and profits.

The Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases or rental agreements relating to said Premises, and the Borrowers shall and do hereby agree to indemnify and hold the Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under any leases or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases. Should the Mortgagee incur any such liability, loss or damage, under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands asserted against the Mortgagee in connection with any one or more of said leases, the Borrowers agree to reimburse the Mortgagee for the amount thereof, including

costs, expenses and a reasonable attorney's fee immediately upon demand, and until the same are fully reimbursed by the Borrowers, all such costs, expenses and attorney's fee shall be secured by this Assignment.

The Mortgagee in the exercise of the rights and powers conferred upon it by this Assignment shall have full power to use and apply the rents, of the Premises to the payment of or on account of the following, in such order as the Mortgagee may determine:

(a) To the payment of the operating expenses of said Premises, including cost of management and leasing thereof (which shall include reasonable compensation to the Mortgagee and its agent or agents, if management be delegated to an agent or agents, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;

(b) To the payment of taxes and special assessments now due or which may hereafter become due on said Premises;

(c) To the payment of all repairs, decorating, renewals, replacements, alterations, additions, or betterments, and improvements of said Premises, including the cost from time to time of installing, repairing and replacing equipment therein, and of placing said Premises in such condition as will, in the judgement of the Mortgagee, make it readily rentable.

(d) To the payment of any indebtedness evidenced or secured by the Note, the Mortgage or other document evidencing, securing or related to the indebtedness evidenced by the Note, or any other Indebtedness of the Borrowers to Mortgagee, or any deficiency which may result from any foreclosure sale of the Premises.

The Borrowers do further specifically authorize and instruct each and every present and future lessee or tenant of the whole or any part of the above described Premises to pay all unpaid rental agreed upon in any lease or tenancy to the Mortgagee upon receipt of demand from said Mortgagee to pay the same.

It is understood and agreed that the provisions set forth in this Assignment shall be deemed as a special remedy given to the Mortgagee, and

shall not be deemed exclusive of any of the remedies granted in the above described Mortgage, but shall be deemed an additional remedy and shall be cumulative with the remedies therein granted.

Whenever the word "Borrowers" are mentioned herein, it is hereby understood that the same includes both the singular and plural in number and the masculine, feminine or neuter gender, as the context hereof shall require, and shall include and be binding upon successors and assigns (including successors by consolidation) of the Borrowers, and any party or parties holding title to the above described Premises by, through or under the Borrowers. All of the rights, powers, privileges and immunities herein granted and assigned to the Mortgagee shall also inure to its successors and assigns, including all holders, from time to time, of the above described Note.

It is expressly understood that no judgement or decree which may be entered on any debt secured or intended to be secured by the above described Mortgage shall operate to abrogate or lessen the effect of this instrument, but that the same shall continue in full force and effect until the payment and discharge of any and all indebtedness secured by said Mortgage, in whatever form the said indebtedness may be and until the indebtedness secured by said Mortgage shall have been paid in full and all bills incurred by virtue of the authority herein contained have been fully paid out of rents, issues and profits of the Premises, or by the Borrowers, or until such time as this instrument may be voluntarily released. This instrument shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale, until the issuance of a deed pursuant to such foreclosure, unless the indebtedness secured by the above described Mortgage is fully satisfied before the expiration of any period of redemption.

IN WITNESS WHEREOF, the Borrowers have caused this instrument to be executed and delivered in Birmingham, Alabama this the 7th day of May, 1993.

WITNESS


SUSAN S. SCHEIN

WITNESS


LONNIE SCHEIN

STATE OF ALABAMA)

JEFFERSON COUNTY)

Before me the undersigned, a Notary Public in and for said State and County, hereby certifies that Susan S. Schein, and husband, Lonnie Schein, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed on the contents of the above and foregoing instrument, they executed the same voluntarily.

Given under my hand and official seal, this the 7th day of May, 1993.


NOTARY PUBLIC

My Commission Expires: 7-9-96

THIS INSTRUMENT PREPARED BY:

**ALAN D. LEVINE
LEVINE & LEVINE
POST OFFICE BOX 13187
BIRMINGHAM, ALABAMA 35202-3187**

EXHIBIT A

A part of the NE 1/4 of the NW 1/4 and the NW 1/4 of the NW 1/4 of Section 24, Township 20 South, Range 3 West, of the Huntsville Principal Meridian, Shelby County, Alabama and being more particularly described as follows:

Commence at the Northwest corner of Section 24, Township 20 South, Range 3 West, H.P.M., Shelby County, Alabama and run thence Easterly along the North line of said Section a distance of 969.58 feet to an existing steel corner set on the Easterly right of way line of U.S. Highway No. 31 and the point of beginning of the property being described; thence continue along last described course a distance of 702.31 feet to an existing steel corner, thence turn a deflection angle of $106^{\circ} 26' 00''$ to the right and run Southwesterly a distance of 190.51 feet to an existing steel corner, thence turn a deflection angle of $6^{\circ} 59' 10''$ to the left and run a distance of 369.30 feet to an existing steel pin, thence turn a deflection angle of $69^{\circ} 00' 18''$ to the right and run a distance of 37.50 feet to an existing corner, thence turn a deflection angle of $69^{\circ} 00' 18''$ to the left and run Southwesterly a distance of 74.13 feet to an existing corner in or near the centerline of a chert based road serving a Pelham Water Storage Tank, thence turn a deflection angle of $69^{\circ} 00' 18''$ to the right and run west southwesterly along the approximate centerline of said chert road a distance of 408.93 feet to an existing corner set on the same said Easterly right of way line of U.S. Highway No. 31 in a curve to the left having a central angle of $4^{\circ} 49' 24''$ and a radius of 3,877.97, thence run Northwesterly along the arc of said right of way line an arc distance of 326.46 feet to the P.T. of said curve, thence continue along the tangent of said curve and along the same said right of way line of same said Highway No. 31 a tangent distance of 396.65 feet to the point of beginning.

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