Recording Requested By: When Recorded Mail To: John G. Lowther Attorney at Law 3500 Independence Drive

Birmingham, Al 35209

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ASSIGNMENT OF LEASE AND RENTS (LESSOR'S INTEREST)

, 19 94 , by and between The Money Store Investment October 31 THIS AGREEMENT is made Nancy K. Drakos, George A. Drakos, and Kiki D. Kartos, each individually Corporation, as Assignee, and and as general partners d/b/a Drakos Family Partnership as Lessor and Assignor.

RECITALS

- A. Assignor and Drakos Holding Corporation as Lessor and Lessee, have entered into that certain real property lease dated January 1, 1994 respectively, for the rental of those certain premises described as: As described in Exhibit "A" (the "Premises"). Said lease, together with any extensions, amendments, modifications and guarantees hereto and incorporated herein. thereof, shall be referred to herein as the "Lease".
- Assignor desires to obtain a loan from Assignee in the principal sum of \$_1,154,000.00 _ (Loan).
- C. In order to induce Assignee to make the Loan to Assignor, Assignor desires to assign its rights in the Lease to Assignee as additional security for the Loan.

THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereby agree to the following terms, covenants, and conditions:

TERMS, COVENANTS AND CONDITIONS

- Assignment of Lease Interest. Assignor hereby absolutely and irrevocably assigns to Assignee, with the right of reassignment, all of the rights, title and interest of Assignor in and to the Lease, including, without 1. limitation, all rent, income and profits derived therefrom, for the purpose of securing (a) payment of the principal, interest and all other sums now or at any time hereafter due Assignee relating to, or arising from, the Loan and any extension, modification, replacement or renewal thereof and (b) performance and discharge of each term, covenant and condition of Assignor contained herein or in any other agreement relating to or arising from the Loan. The assignment of rents, income and profits herein is absolute, not an assignment for security only, and the Assignee's right to rents, income and profits is not contingent upon, and may be exercised without, possession of the Premises. The rights assigned hereunder include, without limitation, all of Assignor's rights to modify or terminate the Lease or release the Lessee from the performance of any term thereof, and Assignor shall not modify or terminate the Lease nor accept the surrender thereof without the written consent of Assignee. Any violation of the terms of this agreement may, at Assignee's option, result in the acceleration of the Loan.
- Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefits of the 2. successors, assigns and transferees of the parties hereto.
- Attorneys' Fees. In the event any party commences any action against any other party by reason of any d breach of any provision of this Assignment, the party prevailing in such action shall be entitled to 3.

claimed breach of any provision of this Assignment, or recover from the other party or parties reasonable atto-	rneys' fees and costs.
"Assignee" THE MONEY STORE INVESTMENT CORPORATION By: RENTA NESS OF THE PROPERTY OF THE PRO	"Lessor and Assignor" Nancy K. Drakos, George A. Drakos, and Kiki D. Kartos, each individually and as general partners d/b/a Drakos Family Partnership Nancy K. Drakos Individually and as General Partner
"Lessee" (Alter ego loans only) Drakos Holding Corporation By:	Géorge W. Deckos Individually and as General Partner Riki D. Kartos Individually and as General Partner
George A. Orakos, President	T BE NOTARIZEDI
	T BE NOTARIZEDI 10/31/1994-32569 11:46 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 14.50

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EXHIBIT A

PARCEL I:

Part of the Southeast Quarter of the Southwest Quarter of Section 12, Township 19 South, Range 3 West, situated in Jefferson County, Alabama, more particularly described as follows:

Commence at the Southeast corner of said Quarter-Quarter Section; thence in a northerly direction along the East line of said Quarter-Quarter Section a distance of 533.58 feet; thence 89°06' left in a westerly direction a distance of 260.0 feet to the point of beginning; thence 90°54' left in a southerly direction and parallel with the East line of said Quarter-Quarter Section a distance of 200.00 feet; thence 90°54' right in a westerly direction a distance of 288.57 feet to the East right of way line of U.S. Highway No. 31; thence 91°26'30" right in a northerly direction along the East line of said right of way a distance of 200.04 feet; thence 88°33'30" right in an easterly direction a distance of 280.40 feet to the point of beginning.

PARCEL II:

From the Southeast corner of the Southwest Quarter of Southeast Quarter, Section 28, Township 19 South, Range 2 East, run North along the East line of said Quarter-Quarter Section a distance of 1,090.97 feet; thence left 86 degrees 03 minutes a distance of 352.39 feet to the point of beginning; thence continue in a straight line 157.15 feet to a point on the East right of way line of U.S. Highway No. 231; thence run 116 degrees 24 minutes a distance of 208.70 feet along the right of way line of said highway; thence right 63 degrees 36 minutes a distance of 157.15 feet; thence right 116 degrees 24 minutes a distance of 208.70 feet to the point of beginning herein described. Situated in Shelby County, Alabama.

PARCEL III:

From the Southeast corner of the Southwest Quarter of the Southeast Quarter, Section 28, Township 19 South, Range 2 East, run North along the East line of said Quarter-Quarter Section a distance of 1,090.27 feet; thence left 86 degrees 03 minutes a distance of 195.24 feet to a point; thence right 110 degrees 0 minutes and run 156 feet to the point of beginning of the property herein conveyed; thence turn 180 degrees and run 156 feet to a point on the North line of property owned by Joseph S. Bruno by Deed Book 319, Page 940; thence right 70 degrees and run 184.95 feet along said Joseph S. Bruno property and along the North line of the Jack C. Mitchell property by Deed Book 302, Page 392 to a point; thence right 116 degrees 24 minutes and run 208.70 feet to a point; thence run in a southeasterly direction a distance of 154 feet, more or less, to the point of beginning; being situated in Shelby County, Alabama.

ALSO, a 25 foot easement over and across the following described property: From the Southeast corner of the Southwest Quarter of Southeast Quarter, Section 28, Township 19 South, Range 2 East, run North along the East line of said Quarter-Quarter Section a distance of 1,090.27 feet; thence left 86 degrees 03 minutes a distance of 352.39 feet to the point of beginning of the easement herein conveyed; thence continue along last described course a distance of 157.15 feet to a point on the East right of way of U.S. Highway No. 231; thence turn right 116 degrees 24 minutes and run 25 feet along the East right of way line of U.S. Highway No. 231; thence turn right 63 degrees 36 minutes and run 157.15 feet to a point; thence turn right 116 degrees 24 minutes for 25 feet to the point of beginning of the easement herein conveyed.

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Nancy K. Drakos, George A. Drakos, and Kiki D. Kartos, whose names individually and as General Partners of Drakos Family Partnership, an Alabama General Partnership, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, they, individually and as such Coreral Partners, and with full authority executed the same voluntarily for and as the act of said partnership, acting in their capacity as aforesaid.

Notary Public

My Commission Expires: 1-6-95

Inst # 1994-32569

10/31/1994-32565 01:46 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 003 NCD 14.50

STATE OF ALABAMA

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said county and said state, hereby certify that George Drakos whose name as President of Drakos Holding Corporation, an Alabama Corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 31st day of October, 1994.

Notary Public