

Recording Requested By:

When Recorded Mail To:

The Money Store Investment Corporation
P.O. Box 162247
Sacramento, CA 95816

Inst # 1996-28535

08/30/1996-28535
08:35 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 SNA 12.00

ASSIGNMENT OF LEASE AND RENTS (LESSOR'S INTEREST)

THIS AGREEMENT is made August 28, 19 96, by and between The Money Store Investment Corporation, as Assignee, and Michael R. Barrett and Jaimee Barrett as Lessor and Assignor.

RECITALS

A. Assignor and CarCare, Inc. have entered into that certain real property lease dated August 23, 1996 as Lessor and Lessee, respectively, for the rental of those certain premises described as: 2048 Valleydale Terrace Pelham, AL 35244 a described in Exhibit A to the mortgage recorded herewith (the "Premises"). Said lease, together with any extensions, amendments, modifications and guarantees thereof, shall be referred to herein as the "Lease".

B. Assignor desires to obtain a loan from Assignee in the principal sum of \$ 173,000.00 (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

1. **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 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.
2. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefits of the successors, assigns and transferees of the parties hereto.
3. **Attorneys' Fees.** In the event any party commences any action against any other party by reason of any claimed breach of any provision of this Assignment, the party prevailing in such action shall be entitled to recover from the other party or parties reasonable attorneys' fees and costs.

"Assignee"

THE MONEY STORE INVESTMENT CORPORATION

By: Carol Lambert
Carol Lambert

"Lessor and Assignor"

Michael R. Barrett
Michael R. Barrett
Jaimee Barrett
Jaimee Barrett

"Lessee" (Alter ego loans only)

CarCare, Inc.
By: Michael R. Barrett, President
Attest: Jaimee Barrett, Secretary

[SIGNATURES MUST BE NOTARIZED]

State of California
County of Sacramento

On 8/27/96, before me, Wendi M. Woodfin, Notary
Public, personally appeared **Carol Lambert**,
personally known to me.



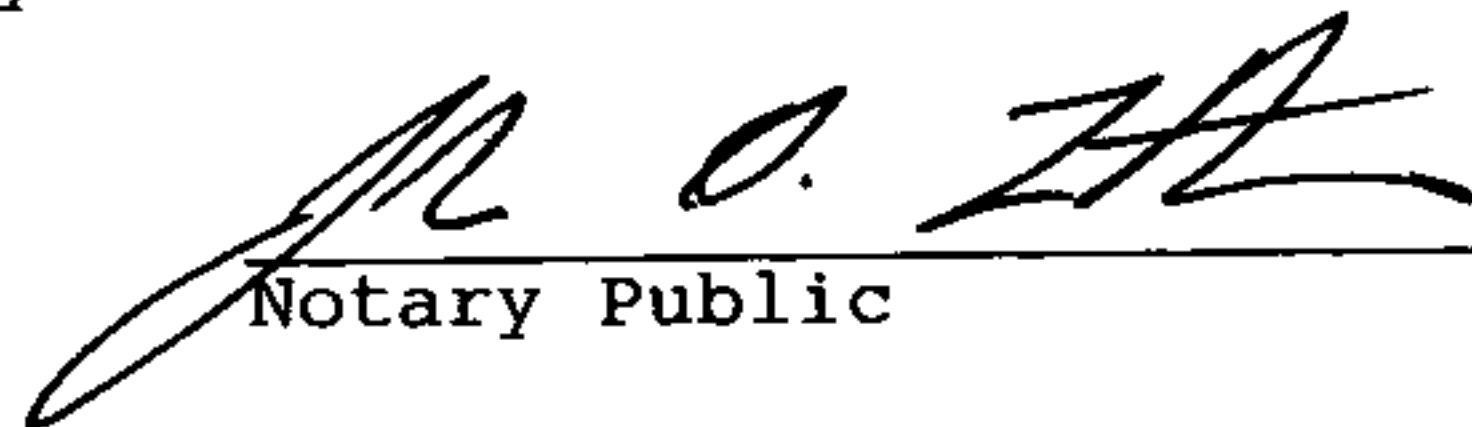
STATE OF ALABAMA
JEFFERSON COUNTY

WITNESS my hand and official seal.


SIGNATURE OF NOTARY

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I, the undersigned, a Notary Public in and for said county and
said state, hereby certify that Michael R. Barrett and wife,
Jamiée K. Barrett, whose names are signed to the foregoing
instrument, and who are known to me, acknowledged before me on
this date that, being informed of the contents of the instrument,
they executed the same voluntarily on the same bears date.


Notary Public

My Commission Expires: 1-5-99

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said
State, hereby certify that Michael R. Barrett whose name as President
of Carcare, Inc. a corporation, 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 offer and with full authority, executed the same voluntarily
for and as the act of said corporation,

Given under my hand and official seal, this day 29th day of August
1996.


Notary Public
Inst # 1996-28535

My Commission Expires: 1-5-99