

ASSIGNMENT OF RENTS AND LEASES

TERESA SCHULTZ BUCKLEY AS TRUSTEE OF THE TERESA BUCKLEY TRUST (herein referred to as "Assignor"), for valuable consideration, receipt of which is hereby acknowledged, hereby absolutely and irrevocably convey, transfer and assign unto NATIONAL CITY BANK OF INDIANA, a national banking association (herein with its successors and assigns referred to as "Assignee"), all of the rights and privileges which the Assignor, as Landlord, has and may have in the leases (and rental agreements) now existing or hereafter made and affecting the real property situated in Shelby County, Alabama, described in Exhibit "A" attached hereto, or any part thereof (herein referred to as the "Property"), including, but not limited to, the following:

A. All leases (including rental agreements and subleases) now in existence and all leases, rental agreements and subleases, which may be made by Assignor or any managing agent or affiliate of Assignor, for tenants leasing any of the Property, as the same may have been, or may, from time to time, be, hereafter modified, extended and renewed (herein collectively referred to as the "Leases").

B. All rents, income, profits, security and other tenant deposits and other amounts due and becoming due under said Leases (herein collectively referred to as "Rents").

C. All guaranties of the aforesaid Leases, including guaranties of tenant performance thereof.

D. All insurance proceeds regarding rental loss coverage and business interruption coverage as to said Leases.

E. All judgments or settlements of claims in favor of Assignor and arising out of said Leases in any Court proceeding, including any bankruptcy, reorganization, insolvency or debtor proceeding or case or otherwise.

The foregoing assignment, transfer and conveyance is intended to be and constitutes a present assignment, transfer and conveyance by Assignor to Assignee and is given as additional collateral security for certain Obligations hereinafter described.

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Inst # 1999-03758

01/28/1999-03758
09:02 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 NWS 23.50

By this Assignment, Assignor and Assignee agree as follows:

1. This Assignment is made to secure the payment of a certain Mortgage Note of even date herewith (and all extensions, renewals, or modifications thereof) made by Assignor and TERESA SCHULTZ BUCKLEY, individually, jointly and severally, in favor of Assignee in the original principal amount of FIVE HUNDRED FIFTY-TWO THOUSAND AND NO/100 DOLLARS (\$552,000.00), with interest as therein provided (herein referred to as the "Note"), and secured by a Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing of even date therewith and recorded concurrently herewith (herein referred to as the "Mortgage"). This Assignment shall further secure (i) the performance of all of the covenants of Assignor and the payment of all sums payable by Assignor under the terms of the Mortgage, this Assignment, and any loan agreement between Assignor and Assignee in connection with the indebtedness evidenced by said Note; (ii) the repayment of all sums advanced by Assignee to protect its interest in the premises or to perform any covenants of the Assignor hereunder which the Assignor shall have failed to perform and interest at the Default Rate on such sums advanced by Assignee; (iii) any and all existing and future obligations of Assignor to Assignee, however created, evidenced or acquired, whether direct or indirect, absolute or contingent, matured or unmatured, primary or secondary, or with joint, several, or joint and several liability, including future obligations and advances (whether made as an obligation, made at the option of Assignee, made after a reduction to a zero (0) or other balance, or made otherwise) to the same extent as if incurred or advanced on the date of execution of this Assignment (it being understood that Assignee is not under any obligation to make any future advances to Assignor); (iv) any and all modifications, extensions, renewals, substitutions and replacements of any indebtedness or obligation hereinabove described; and (v) costs of collection of all such sums (including attorneys' fees). (All of the foregoing are sometimes herein called the "Obligations".) Without limiting any payment obligations of Assignor, the total Obligations secured by this Assignment shall not exceed twice the principal face amount of the Note.

2. Before default occurs under the terms of, and as defined in, the Note, the Mortgage, or this Assignment, Assignor shall have the irrevocable right and license to collect the Rents and to retain, use, and enjoy the same and, further, such license is in trust for the purpose of paying all usual operating expenses, including taxes of the Property and the sums due Assignee under the Note, said Mortgage and this Assignment. Upon such default, as hereinafter provided, such license and other rights of Assignor to collect the Rents shall wholly cease. Provided, further, that even before default occurs, no rent not due (except security deposits and rent not exceeding one month in advance) under the terms of any of the Leases shall be collected or accepted without the prior written consent of Assignee.

3. Any default as defined in the Note or the Mortgage shall constitute a default hereunder, and, upon the occurrence of any such default, or any other default hereunder, which is not cured within the applicable notice and/or grace period (if any), this Assignment shall automatically become operative without any further action whatsoever; the license granted to Assignor under Paragraph 2 above shall be automatically revoked; and the Assignee, at its option, to the extent and in the manner permitted by applicable law, may enter and take possession of the Property and manage and operate the same, collect all or any Rents from said leases, evict tenants and bring or defend any suits

in connection with the possession of said Property in its own name or Assignor's name, and make repairs as Assignee deems appropriate and perform such other acts in connection with the management and operation of said Property as the Assignee in its reasonable discretion may deem proper.

3.1 The receipt by Assignee of any of the Rents after the institution of foreclosure proceedings under said Mortgage shall not cure such default nor affect such proceedings or any sale pursuant thereto.

3.2 Assignee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Assignor under any of said Leases, and this Assignment shall not place responsibility for the control, care, management or repair of the Property or any part thereof upon the Assignee, or make the Assignee responsible or liable for any negligence in the management, operation, upkeep, repair or control of said Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

4. Assignor covenants and represents to Assignee the following:

4.1 Assignor has full right and title to assign the Leases and the Rents.

4.2 No other assignment of any interest in the Leases has been made by Assignor, and Assignor will not hereafter, without Assignee's prior written consent, make any such assignment, whether absolute or as security for any indebtedness.

4.3 Assignor has no actual knowledge of any existing defaults under any of the Leases.

4.4 Assignor will not hereafter cancel, surrender or terminate any of said Leases, exercise any option which might lead to such termination, or change, alter, or modify same or consent to the release of any party liable thereunder or to the assignment of the Lessee's interest therein, except any assignment or sublease permitted with Mortgagee's reasonable consent pursuant to the terms of the Mortgage.

5. Assignor hereby authorizes Assignee to give notice, in writing, of this Assignment at any time to any tenant under any of said Leases at any time following default hereunder.

6. Violation of any of the covenants, representations and provisions contained herein by the Assignor shall be deemed a default hereunder, as well as under the terms of the Note and the Mortgage securing same, and a default thereunder shall likewise constitute a default under this Assignment.

7. Any material default by the Assignor under any of the terms of the Leases assigned hereby shall be deemed a default hereunder (unless Assignor is, in good faith, contesting such default), and under the terms of the Note and said Mortgage, and any expenditures made by the Assignee in curing

such default on Assignor's behalf, with interest thereon at the default rate as set forth in the Note, shall be immediately due and payable and shall become part of the debt evidenced by said Note and secured hereby and by the Mortgage.

8. The acceptance by Assignee of this Assignment with all of the rights, powers, privileges and authority so created shall not, prior to entry upon and taking possession of said Property by Assignee, be deemed or construed to constitute Assignee a "mortgagee in possession", nor thereafter or at any time or in any event obligate Assignee to appear in or defend any action or proceeding relating to any Lease or to the Property, to take any action hereunder, to expend any money, incur any expenses, or perform or discharge any obligation, duty or liability under any Lease, or to assume any obligation or responsibility for any security deposits or other deposits delivered to Assignor by any tenant and not assigned and delivered to Assignee. Assignee shall not be liable in any way for any injury or damage to persons or property sustained by any person or persons, firm or corporation in or about the Property, except as a result of the negligence of Assignee or its agents and employees.

8.1 The collection of Rents and their application as aforesaid and/or the entry upon and taking possession of the Property shall not cure or waive any default, waive, modify or affect any notice of default required under the Note and said Mortgage, or invalidate any act done pursuant to such notice. Although the original default be cured and the exercise of any right or remedy be discontinued, the same or any other rights or remedies hereunder shall not be exhausted and may be reasserted at any time and from time to time following any subsequent default. The rights and powers conferred on Assignee are to be irrevocable and continuing; and these rights, powers and privileges shall be exclusive in Assignee, its successors and assigns, as long as any part of the indebtedness secured hereby shall remain unpaid.

9. Should Assignee incur any liability, loss, damage or expense under or by reason or in defense of any claims and demands which may be asserted against Assignee arising out of any Lease, the amount thereof, including reasonable attorneys' fees, with interest thereon at the default rate (as defined in the Note), shall be payable by Assignor to Assignee immediately upon notice by Assignee without further demand and shall be secured as a lien hereby and by the Mortgage.

10. The full payment and performance of the Note and the entry of satisfaction upon the record of the Mortgage securing same shall render this Assignment void.

11. The net proceeds collected by the Assignee under the terms of this instrument shall be applied in reduction of the entire indebtedness from time to time outstanding and secured by the Mortgage and this Assignment.

12. All notices, demands or documents of any kind that either party may be required or may desire to serve upon the other shall be sufficiently served by delivering them personally at the appropriate address appearing in the Mortgage, or by depositing a copy in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed as set forth in the Mortgage.

13. It is expressly agreed by Assignor that this Assignment shall not be construed or deemed made for the benefit of any third party or parties.

14. Whenever used herein and the context requires it, the singular number shall include the plural, the plural the singular, and any gender shall include all genders.

15. The parties agree that the laws of the State of Alabama shall govern the performance and enforcement of this Assignment.

16. If any provision of this Assignment or the application thereof to any entity, person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Assignment and the application of its provisions to other entities, persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

17. This Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns.

18. ASSIGNEE AND ASSIGNOR HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ASSIGNEE OR ASSIGNOR. ASSIGNOR ACKNOWLEDGES AND AGREES THAT IT HAS RECEIVED FULL AND SUFFICIENT CONSIDERATION FOR THIS PROVISION (AND EACH OTHER PROVISION OF EACH OTHER CREDIT DOCUMENT TO WHICH IT IS A PARTY) AND THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE ASSIGNEE MAKING THE LOAN TO ASSIGNOR.

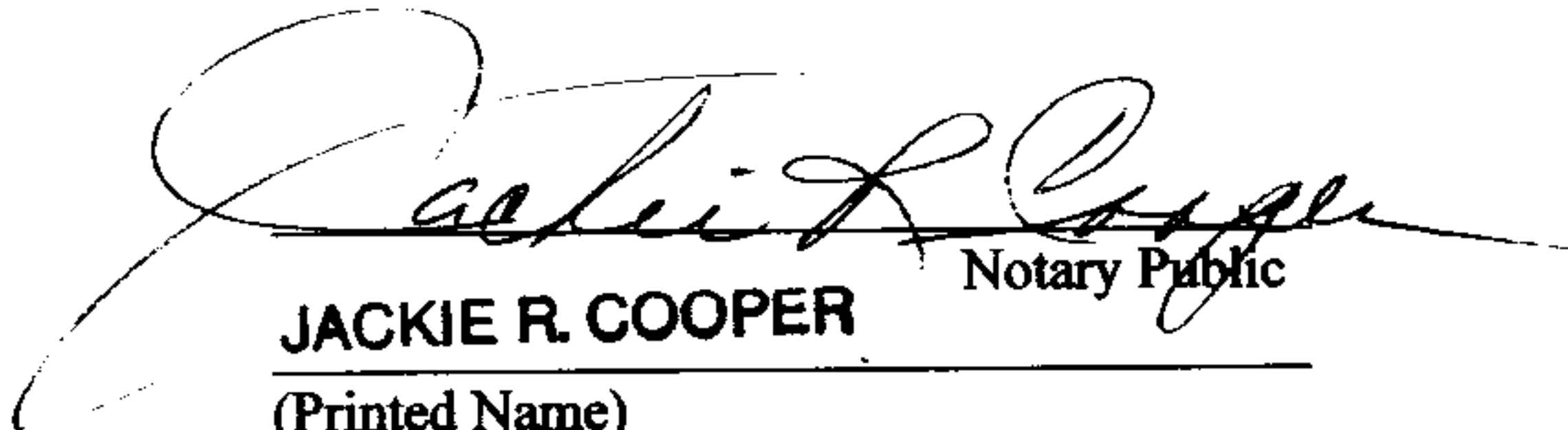
IN WITNESS WHEREOF, this Assignment of Rents and Leases has been executed by the Assignor as of the 28th day of December, 1998.


TERESA SHULTZ BUCKLEY AS TRUSTEE
OF THE TERESA BUCKLEY TRUST

STATE OF COLORADO)
) SS:
COUNTY OF ARAPAHOE)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, TERESA SCHULTZ BUCKLEY AS TRUSTEE OF THE TERESA BUCKLEY TRUST, and acknowledged the execution of the above and foregoing Assignment of Rents and Leases.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 28th day of December, 1998.


Notary Public
JACKIE R. COOPER

(Printed Name)

A resident of ARAPAHOE County

My Commission Expires:
JACKIE R. COOPER
My Commission Expires **10/18/99**

THIS INSTRUMENT PREPARED by David A. Scott, Attorney at Law, Baker & Daniels, 111 East Wayne Street, Suite 800, Fort Wayne, Indiana 46802.

EXHIBIT "A"

Lot 3-B, according to the Survey of Lots 1-7, Greystone Highlands Commercial Subdivision, as recorded in Map Book 20, Page 25 A & B, in the Probate Office of Shelby County, Alabama.

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