

3
**STATE OF ALABAMA
SHELBY COUNTY**

ASSIGNMENT OF LEASES AND RENTS

KNOW ALL MEN BY THESE PRESENTS, That

WHEREAS, Susan Schein and Lonnie Schein (hereinafter sometimes called the "Undersigned" and sometimes the "Mortgagor"), have executed a Real Estate Mortgage and Security Agreement of even date herewith (the "Mortgage") in favor of GENERAL MOTORS ACCEPTANCE CORPORATION, a Delaware corporation (hereinafter called the "Mortgagee"), conveying the real estate legally described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter being referred to as the "Premises"), and given to secure, among other indebtedness, a note of the undersigned in the principal sum of ONE MILLION EIGHT HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,850,000.00) (the "Note"); and the Mortgagee is the legal owner and holder of the Note and said Mortgage; and

WHEREAS, the Undersigned have leased the Premises to Susan Schein Chevrolet, Inc., a corporation and Susan Schein Chrysler, Plymouth, Dodge, Inc. under a Lease Agreement dated October 25, 1999 (the "Lease"), and the Undersigned have further agreed to grant the Mortgagee a security interest in the rent payments to be derived from the Lease of the Premises or any other lease of the Premises now or in the future entered into by the Undersigned as further security for the payment of the Note together with all other indebtedness of the Undersigned evidenced by the Note (the "Indebtedness") secured by the Mortgage; and

WHEREAS, the Undersigned are desirous of further securing (i) 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 Undersigned to the Mortgagee, and (ii) the performance of each and every obligation, covenant and agreement of the Undersigned contain in this Agreement, the Note, the Mortgage and in any other document evidencing, securing or relating to the indebtedness evidenced by the Note or other Indebtedness of the Undersigned to the Mortgagee, or any of the below described Loan Documents or any other agreement or writing evidencing or securing the Note or any part thereof (As used herein, the term "Loan Documents" shall mean (i) the Note, (ii) the Mortgage, (iii) the Absolute Guaranty of Susan Schein Chevrolet, Inc. and Susan Schein Chrysler, Plymouth, Dodge, Inc. of even date herewith, (iv) this Assignment of Leases and Rents, (v) the Environmental Indemnity Agreement from Mortgagor of even date herewith, (vi) the Cross Default and Cross Collateralization Agreement between the Mortgagor, Mortgagee, Susan Schein Chevrolet, Inc. and Susan Schein Chrysler, Plymouth, Dodge, Inc. of even date herewith and the Security Agreements and Obligations evidenced thereby, (vii) the Loan Commitment dated October 18, 1999 from Mortgagee to the Mortgagor, (viii) the Loan Application and Agreement (Dealer Affiliated Realty Owner) from Mortgagor of even date herewith, and (ix) any extensions and renewals of any of the foregoing indebtedness as well as any mortgage, assignment, security agreement, indemnity or other instrument or agreement now or hereafter evidencing or securing any of the indebtedness evidenced hereby).

Please Return To:
Cahaba Title, Inc.
1900 Indian Lake Drive
Birmingham, AL 35244

Inst # 1999-44340

10/28/1999-44340
08:15 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 MMS 23.50

NOW, THEREFORE, for and in consideration of these presents and the mutual agreements herein contained and as additional security as aforesaid to the Mortgagee, and in consideration of the loans made by Mortgagee to the Undersigned, the receipt whereof is hereby acknowledged, the Undersigned do hereby sell, assign and transfer unto the Mortgagee, the Lease and any and all existing and future leases of all or part of the Premises hereafter entered into by the Undersigned, and all the rents, issues and profits now due and which hereafter may become due under or by virtue of the Lease or any such leases, 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, 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 intent of the parties to hereby establish an absolute transfer and assignment of said Lease as well as any and all future leases and agreements, and all the avails thereof, to the Mortgagee, and the Undersigned 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 hereinafter 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 avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter become due under the Lease or any and all of the leases and agreements, written or verbal, or other tenancy now 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 Mortgagee would have upon taking possession of the said Premises pursuant to the provisions hereinafter set forth.

The Undersigned 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 month's 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 Undersigned. The Undersigned waive any right of set off against any person in possession of any portion of the above described Premises. The Undersigned agree that it will not pledge, assign or encumber 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 a "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 Undersigned.

If requested in writing by the Mortgagee, the Undersigned shall promptly deliver to the Mortgagee when executed a duplicate copy of the Lease as well as each and every lease, sublease or rental agreement now or in the future entered into by the Undersigned of all or any part of the Premises and any and all renewals or extensions thereof.

Although it is the intention of the parties that this Assignment of Leases and 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, under any of the Loan Documents, 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 under any of the Loan Documents and other Indebtedness of the Undersigned to the 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 any other action to foreclose the lien thereof, or in any other instances of default under any of the Loan Documents, or before or after sale thereunder, forthwith, upon demand of the Mortgagee and if and to the extent permitted by law, the Undersigned agrees 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 attorneys, 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 Undersigned or then owner of the Premises relating thereto, and may exclude the Undersigned, their 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 and collection 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 powers herein granted at any and all times hereafter, without notice to the Undersigned 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 Undersigned to cancel the same, to elect to disaffirm any lease or sublease 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 avails, 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 the Lease or any leases or rental agreements now or in the future entered into by the Undersigned relating to said Premises, and the Undersigned shall and does 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 the Lease or any such 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 Lease or any other leases of all or a portion of the Premises. Should the Mortgagee incur any such liability, loss or damage, under said Lease or any other lease of all or a portion of the Premises 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 the Lease or any one or more of said leases, the Undersigned agrees 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 Undersigned, all such costs, expenses and attorneys' fees 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 avails, rents, issues and profits 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;

(b) To the payment of taxes and special assessments now due or which may 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 without limitation the cost of placing said Premises in such condition as will, in the judgment of the Mortgagee, make it readily rentable;

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

The Undersigned does 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 the Lease or any other 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 "Undersigned" is 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 of the Undersigned, and any party or parties holding title to the above described Premises by, through or under the Undersigned. 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 judgment or decree issued by an arbitration panel or by any court 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 Undersigned, 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 foreclosures, unless the indebtedness secured by the above Mortgage is fully satisfied before the expiration of any period of redemption.

The Undersigned hereby agree that any claim, dispute or controversy arising from or relating to this Agreement, the Loan Documents or the relationships which result from the Loan Documents, including the validity of this provision regarding arbitration or the entire Agreement, shall be resolved by binding arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules in effect when the claim is filed. The arbitration shall be held in Birmingham, Alabama, or at such other place as may be selected by mutual agreement of the parties.

This Agreement including this provision regarding arbitration is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C., Section 1-16. Judgment upon any award rendered in any proceeding commenced hereunder may be entered in any court having jurisdiction. Notwithstanding the foregoing, nothing stated herein shall be construed to prevent either the Undersigned's or Mortgagee's use of bankruptcy, replevin, repossession, foreclosure, or any other prejudgment or provisional remedy relating to any collateral, security or property interests for contractual debts now or hereafter owed by any party to the other under this Agreement. The parties further intend and agree that the arbitration provisions contained in this Agreement shall be binding upon and enforceable against the Undersigned and Mortgagee, their respective heirs, personal representatives, successors and assigns.

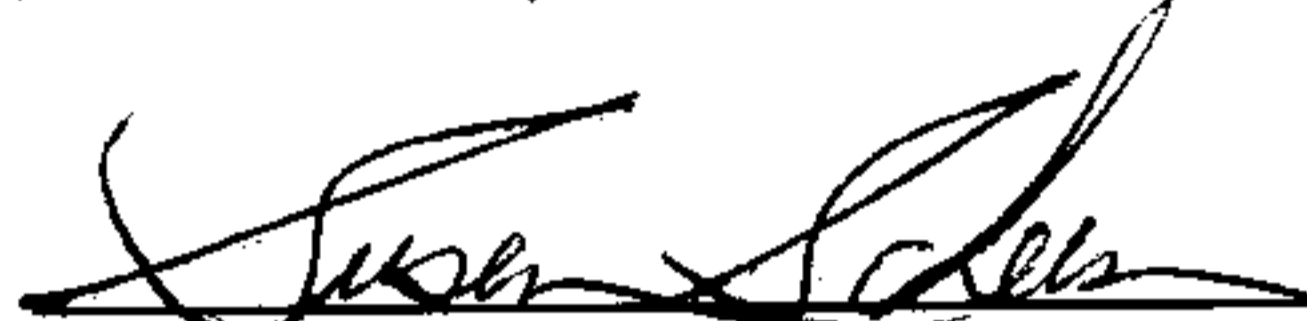
In the event it is ever determined by a court of competent jurisdiction that the arbitration provisions contained in this Agreement are not enforceable with respect to a particular dispute, claim or controversy asserted by or against any of the parties hereto (or any of their respective heirs, personal representatives, successors and assigns), then and in such event the Undersigned do hereby covenant and agree that each of the parties (a) waive trial by jury of any and all issues arising in any such action or proceeding related to or connected with said dispute, claim or controversy, and (b)

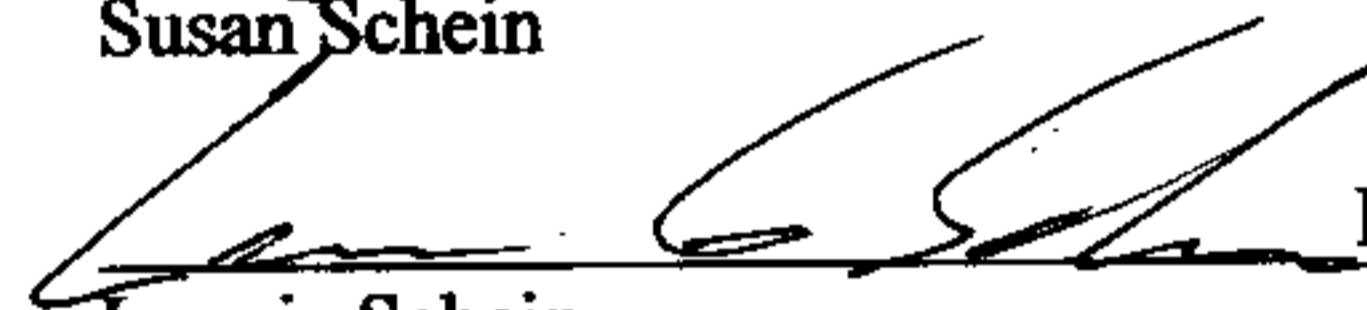
Please Return To:
Cahaba Title, Inc.
200 Indian Lake Drive
Birmingham, AL 35244

acknowledge and agree that as the Undersigned's principal place of business is Pelham, Alabama and Mortgagee is a Delaware corporation, that jurisdiction of the Federal Courts of the United States is appropriate and that jurisdiction of Federal Courts of the United States for any such dispute is reasonable. The agreements contained herein shall survive the payment in full of the Note.

By entering into this agreement, the undersigned acknowledge that they had a right or opportunity to litigate disputes through a court, but that they prefer to resolve any such disputes through arbitration.

IN WITNESS WHEREOF, the Undersigned has executed this instrument and caused it to be delivered this 25th day of October, 1999.


Susan Schein L.S.



Lonnie Schein L.S.

**STATE OF ALABAMA
SHELBY COUNTY**

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Susan Schein and 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 of the contents of said instrument, they executed same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this 25th day of October, 1999.

(SEAL)


NOTARY PUBLIC
My Commission Expires: 10/04/03

This Instrument Prepared By:

Mark A. Franco, Esq.
Hill, Hill, Carter, Franco, Cole & Black, P.C.
425 S. Court Street
Montgomery, AL 36104

Please Return To:
Caf
Title, Inc.
1900 Lake Drive
Birmingham, AL 35244

EXHIBIT "A"

A parcel of land located in the NE 1/4 of the SE 1/4 and the SE 1/4 of the NE 1/4 of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama, containing 11.03 acres more or less and being more particularly described as follows:

Commence at the SE corner of said Section 24; thence North 0 deg. 00 min. 43 sec. East along the East line of said Section 24, a distance of 3091.67 feet to the point of beginning, said point lying on the Westerly right of way line Shelby County Highway #35 (right of way varies); thence leaving said right of way line, continue along last described course a distance of 122.36 feet; thence South 89 deg. 53 min. 22 sec. East a distance of 17.25 feet to a point lying on the Westerly right of way line of said Shelby County Highway #35; said point also lying on a curve to the left, having a radius of 1,183.24 feet and subtended by a chord which bears North 20 deg. 30 min. 43 sec. East a chord distance of 104.64 feet; thence along the arc of said curve and said right of way line a distance of 104.67 feet; thence leaving said right of way line North 89 deg. 31 min. 09 sec. West a distance of 728.73 feet; thence South 85 deg. 08 min. 35 sec. West a distance of 171.49 feet; thence South 78 deg. 53 min. 03 sec. West a distance of 69.31 feet to a point lying on the Easterly right of way line of US Highway #65 (right of way varies); thence South 30 deg. 27 min. 03 sec. East along said right of way line a distance of 418.49 feet; thence South 11 deg. 38 min. 24 sec. East along said right of way line a distance of 229.75 feet to its point of intersection with the northerly right of way line of Shelby County Highway #52 (right of way varies); thence South 64 deg. 41 min. 16 sec. East along said right of way line of Shelby County Highway #52 a distance of 357.18 feet; thence leaving said right of way line North 4 deg. 43 min. 16 sec. East a distance of 192.40 feet to a point on a curve to the left, having a radius of 200.0 feet, and is subtended by a chord which bears North 87 deg. 16 min. 35 sec. East a chord distance of 51.83 feet; thence along the arc of said curve a distance of 51.98 feet; thence North 79 deg. 49 min. 54 sec. East a distance of 31.05 feet to the beginning of a curve to the right, having a radius of 150.0 feet and is subtended by a chord which bears South 81 deg. 45 min. 32 sec. East a chord distance of 94.74 feet; thence along the arc of said curve a distance of 96.39 feet; thence South 63 deg. 21 min. 06 sec. East a distance of 59.72 feet to a point lying on the Westerly right of way line of aforesaid Shelby County Highway #35; thence North 26 deg. 38 min. 54 sec. East along said right of way line a distance of 41.93 feet; thence North 18 deg. 01 min. 40 sec. East along said right of way line a distance of 206.98 feet to the beginning of a curve to the left having a radius of 1,183.24 feet and is subtended by a chord which bears North 14 deg. 31 min. 46 sec. East a chord distance of 144.40; thence along the arc of said curve and said right of way line a distance of 144.49 feet to the point of beginning.

Inst. # 1999-44340

10/28/1999-44340
08:15 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 MMS 23.50

Please Return To:
Alabama Title, Inc.
1900 Indian Lake Drive
Birmingham, AL 35244