

Recording Requested By:  
The Money Store Investment Corporation

When Recorded Mail to:  
The Money Store Investment Corporation  
TMSIC# 11-0314341  
Attn: Lana Graber  
P. O. Box 13278  
Sacramento, CA 95813

#### ASSIGNMENT OF LEASE AND RENTS (LESSOR'S INTEREST)

THIS AGREEMENT is made by and between The Money Store Investment Corporation, as Assignee, and Possien Properties, LLC, as Lessor and Assignor.

#### RECITALS

- A. Assignor and Companion Veterinary Clinic, PC, have entered into that certain real property UNRECORDED lease dated February 08, 2001, as Lessor and Lessee, respectively, for the rental of those certain premises described as: 4690 Highway 17, Helena, AL 35080.

See attached Exhibit A for legal description

(the "Premises"). Said Lease, together with any extensions, amendments, modifications and guarantees thereof, shall be referred to herein as the "Lease".

- B. Assignor obtained a loan from Assignee in the principal sum of \$613,000.00.
- C. As consideration for further accommodations by Assignee, Assignee requires Assignor to assign its rights in the Lease to Assignee.

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 grants, transfers and assigns to Assignee, its successors and assigns, 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; (b) payment of such further sums as Assignor or its successors or assigns may hereafter borrow from Assignor when evidenced by another note reciting it is so secured; and (c) 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. Assignee hereby grants to Assignor the right to receive the rents, income and profits for so long as Assignor is not in default on the above referenced loan. Upon such default, Assignor forfeits its right to receive rents, income and profits, and Assignee may make demand upon Lessee for the rents income and profits. Assignee shall not be obligated to perform and/or discharge any obligation under the lease.
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.

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003 MEL 17.00

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3. **Attorneys' Fees.** In the event any party commences any action or proceeding against any other party by reason of any claimed breach of any provision of this Assignment, the person prevailing in such action or proceeding shall be entitled to recover from the other party or parties reasonable attorneys' fees and costs, whether or not such proceeding or action proceeds to judgment.

"Lessor and Assignor"  
Possien Properties, LLC

By:

  
Lawrence H. Possien, Member

"Assignee"  
THE MONEY STORE INVESTMENT CORPORATION

BY:

  
Title: Lana Gruber, Credit Service Officer

Dated:

3/16/01

Attach proper notary acknowledgment

8/12/94

Exhibit "A"

Commence at the Southeast corner of the Northwest quarter of the Southeast quarter of Section 21, Township 20 South, Range 3 West, Shelby County, Alabama, thence northerly along the east line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section of distance of 1,016.2 feet, thence 91 degrees 42 minutes 15 seconds left a distance of 53.1 feet to a point 30 feet west of centerline of the Maylene-Helena paved public road, and the point of beginning of tract of land herein described, thence continue along the last mentioned course a distance of 150.0 feet, thence 90 degrees right, Northerly a distance of 100.00 feet, thence 90 degrees right Easterly a distance of 150.0 feet to a point that is 30 feet West of above stated centerline, thence Southerly a distance of 100.0 feet to the point of beginning, Situated in Shelby County, Alabama

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