20030212000087950 Pg 1/4 20.00
Shelby Cnty Judge of Probate,AL
02/12/2003 13:11:00 FILED/CERTIFIED

After Recordation Return to:
COMPASS BANK
P O BOX 10566
BIRMINGHAM, AL 35296

ASSIGNMENT OF RENTS AND LEASES

BORROWER	LESSOR
ROY E MITCHELL TERESA H MITCHELL	ROY E MITCHELL AND WIFE TERESA H MITCHELL
ADDRESS 5000 WOODRIDGE LANE BIRMINGHAM, AL 35242	ADDRESS 5000 WOODRIDGE LANE BIRMINGHAM, AL 35242
TELEPHONE NO. IDENTIFICATION NO.	TELEPHONE NO. IDENTIFICATION NO.

OFFICER IDENTIFICATION	INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
01693	6.750 %	$140,000.00	02/07/03	02/07/13		

1. ASSIGNMENT. In consideration of the loan or financial accommodation evidenced by the promissory note or agreement described above, and all other present and future evidences of indebtedness, obligations, agreements, instruments, guaranties or otherwise of Borrower or Lessor **(whether incurred for the same or different purposes than the promissory note or agreement described above)** and all renewals, extensions, amendments, modifications, replacements or substitutions to any of the foregoing, (collectively the "Obligations") Lessor, identified above, absolutely assigns to Compass Bank , 15 South 20th Street, Birmingham, AL 35233 ("Lender") all Lessor's estate, right, title, interest, claim and demand now owned or hereafter acquired in all existing and future leases of all or any part of the real property described in Schedule A (the "Premises") (including extensions, renewals and subleases), all agreements for use and occupancy of the Premises (all such leases and agreements whether written or oral, are hereafter referred to as the "Leases"), and all guaranties of lessees' performance under the Leases, together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues, profits and other income of any nature now or hereafter due (including any income of any nature coming due during any redemption period) under the Leases or from or arising out of the Premises including minimum rents, additional rents, percentage rents, parking or common area maintenance contributions, tax and insurance contributions, deficiency rents, liquidated damages following default in any Lease, all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by destruction or damage to the Premises, all proceeds payable as a result of a lessee's exercise of an option to purchase the Premises, all proceeds derived from the termination or rejection of any Lease in a bankruptcy or other insolvency proceeding and all proceeds from any rights and claims of any kind which Lessor may have against any lessee under the Leases or any occupants of the Premises (all of the above are hereafter collectively referred to as the "Rent" or "Rents"). This Assignment is subject to the right, power and authority given to the Lender to collect and apply the Rents. The Obligations described above are also secured by a mortgage or deed of trust to Lender on the real property described in Schedule A (the "Security Instrument"). The foregoing Assignment is intended to be specific, perfected, and choate and may be recorded as provided by applicable state law.

2. COVENANTS OF LESSOR. Lessor covenants and agrees that Lessor will:

a. observe and perform all the obligations imposed upon the landlord under the Leases;
b. refrain from discounting any future Rents or executing any future assignment of the Leases or collect any Rents in advance for more than one month without the written consent of Lender;
c. perform all necessary steps to maintain the security of the Leases for the benefit of Lender including, if requested, the periodic submission to Lender of reports and accounting information relating to the receipt of Rent payments;
d. refrain from modifying or terminating any of the Leases without the written consent of Lender;
e. execute and deliver, at the request of Lender, any assurances and assignments with respect to the Leases as Lender may periodically require; and
f. comply with all applicable federal, state and local laws and regulations concerning the Premises, including but not limited to all environmental laws, the Americans with Disabilities Act, and all zoning and building laws.

3. REPRESENTATIONS OF LESSOR. Lessor represents and warrants to Lender that:

a. the tenants under the Leases are current in all Rent payments and are not in default under the terms of any of the Leases;
b. each of the Leases is valid and enforceable according to its terms, and there are no claims or defenses presently existing which could be asserted by any tenant under the Leases against Lessor or any assignee of Lessor;
c. no Rents or security deposits under any of the Leases have previously been assigned by Lessor to any party other than Lender;
d. Lessor has not accepted, and will not accept, Rent in excess of one month in advance under any of the Leases;
e. Lessor has the power and authority to execute this Assignment; and
f. Lessor has not performed any act or executed any instrument which might prevent Lender from collecting Rents and taking any other action under this Assignment.

4. LESSOR MAY RECEIVE RENTS. As long as there is no default under the Obligations described above, the Security Instrument securing the Obligations, or this Assignment, Lender grants Lessor a revocable license to collect all Rents from the Leases when due and to use such proceeds in Lessor's business operations. However, Lender may at any time require Lessor to deposit all Rents into an account maintained by Lessor or Lender at Lender's institution.

5. DEFAULT AND REMEDIES. Upon default in the payment of, or in the performance of, any of the Obligations, Lender may at its option take possession of the Premises, without becoming a mortgagee in possession and have, hold, manage, lease and operate the Premises on terms and for a period of time that Lender deems proper. Whether or not Lender has taken possession of the Premises, Lender may proceed to collect and receive all Rents, and Lender shall have full power periodically to make alterations, renovations, repairs or replacements to the Premises as Lender may deem proper. Lender may apply all Rents, in Lender's sole discretion, to payment of the Obligations or to the payment of the cost of such alterations, renovations, repairs and replacements and any expenses incident to taking and retaining possession of the Premises and the management and operation of the Premises. Lender may keep the Premises properly insured and may discharge any taxes, charges, claims, assessments and other liens which may accrue. The expense and cost of these actions may be paid from the Rents received and any unpaid amounts shall be added to the principal of the Obligations. These amounts, together with other costs, shall become part of the indebtedness secured by the Security Instrument and for which this Assignment is given.

6. APPOINTMENT OF RECEIVER. In the event of a default, Lender shall be entitled, without notice, without bond, and without regard to the adequacy of the collateral securing the Obligations to the appointment of a receiver for the Premises. The receiver shall have, in addition to all the rights and powers customarily given to and exercised by a receiver, all the rights and powers granted to Lender under the Security Instrument and this Assignment.

REM

7. POWER OF ATTORNEY. Lessor irrevocably authorizes and appoints Lender as Lessor's attorney-in-fact coupled with an interest, at Lender's option, upon taking possession of the Premises to lease or re-lease the Premises or any part thereof, to cancel and modify Leases, evict tenants, bring or defend any suits in connection with the possession of the Premises in the name of either party, make repairs as Lender deems appropriate and perform such other acts in connection with the management and operation of the Premises as Lender may deem proper. The receipt by Lender of any Rents under this Assignment after institution of foreclosure proceedings under the Security Instrument shall not cure any default or affect such proceedings or sale which may be held as a result of such proceedings.

8. INDEMNIFICATION. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases by reason of this Assignment. Lessor hereby agrees to indemnify Lender and to hold Lender harmless from any and all liability, loss or damage which Lender may incur under the Leases by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on Lender's part to perform or discharge any of the terms or agreements contained in the Leases. Should Lender incur any liability, loss or damage under the Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount of such loss, including any costs and expenses to the extent permitted by applicable law, shall be secured by this Assignment and the Security Instrument. Lessor agrees to reimburse Lender immediately upon demand for any such costs, and upon failure of Lessor to do so, Lender may accelerate and declare due all sums owed to Lender under any of the Obligations.

9. NOTICE TO TENANTS. A written demand by Lender to the tenants under the Leases for the payment of Rents or written notice of any default claimed by Lender under the Leases shall be sufficient notice to the tenants to make future payments of Rents directly to Lender and to cure any default under the Leases without the necessity of further consent by Lessor. Lessor hereby releases the tenants from any liability for any Rents paid to Lender or any action taken by the tenants at the direction of Lender after such written notice has been given.

10. INDEPENDENT RIGHTS. This Assignment and the powers and rights granted are separate and independent from any obligation contained in the Security Instrument and may be enforced without regard to whether Lender institutes foreclosure proceedings under the Security Instrument. This Assignment is in addition to the Security Instrument and shall not affect, diminish or impair the Security Instrument. However, the rights and authority granted in this Assignment may be exercised in conjunction with the Security Instrument.

11. MODIFICATION AND WAIVER. The modification or waiver of any of Lessor's obligations or Lender's rights under this Assignment must be contained in a writing signed by Lender. Lender may perform any of Lessor's obligations or delay or fail to exercise any of its rights without causing a waiver of those obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Lessor's obligations under this Assignment shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the obligations belonging to any Lessor or third party or any of its rights against any Lessor, third party or collateral.

12. NOTICES. Except as otherwise required by law, any notice or other communication to be provided under this Assignment shall be in writing and sent to the parties at the addresses indicated in this Assignment or such other address as the parties may designate in writing from time to time.

13. SEVERABILITY. Whenever possible, each provision of this assignment shall be interpreted so as to be valid and effective under applicable state law. If any provision of this Assignment violates the law or is unenforceable, the rest of the Assignment shall remain valid.

14. MISCELLANEOUS.

a. A default by Lessor under the terms of any of the Leases which would entitle the tenant thereunder to cancel or terminate such Lease shall be deemed a default under this Assignment and under the Obligations and Security Instrument so long as, in Lender's opinion, such default results in the impairment of Lender's security.

b. A violation by Lessor of any of the covenants, representations or provisions contained in this Assignment shall be deemed a default under the terms of the Note and Security Instrument.

c. This Assignment shall be binding upon and inure to the benefit of Lessor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees.

d. This Assignment shall be governed by the laws of the state indicated in the address of the Premises. Unless applicable law provides otherwise, Lessor consents to the jurisdiction of any court selected by Lender in its sole discretion located in the state indicated in Lender's address in the event of any legal proceeding under this Assignment.

e. All references to Lessor in this Assignment shall include all persons signing below. If there is more than one Lessor, their obligations shall be joint and several. This Assignment represents the complete and integrated understanding between Lessor and Lender pertaining to the terms hereof.

15. JURY TRIAL WAIVER. LENDER AND LESSOR HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY CIVIL ACTION ARISING OUT OF, OR BASED UPON, THIS ASSIGNMENT.

16. ADDITIONAL TERMS.

LESSOR ACKNOWLEDGES THAT LESSOR HAS READ, UNDERSTANDS, AND AGREES TO THE TERMS AND CONDITIONS OF THIS ASSIGNMENT.

Dated: February 07, 2003

LESSOR: ROY E MITCHELL

Roy E. Mitchell

ROY E MITCHELL

LESSOR: TERESA H MITCHELL

Teresa H. Mitchell

TERESA H MITCHELL

LESSOR:

LESSOR:

LESSOR:

LESSOR:

LESSOR:

LESSOR:

State of Alabama)
:
County of SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that ROY E. MITCHELL AND TERESA H. MITCHELL whose name(s) is/are signed to the foregoing instrument and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they/he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7TH day of FEBRUARY 2003

(Notarial Seal)

Notary Public

MY COMMISSION EXPIRES:09/24/06

State of Alabama)
:
County of ____________)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that ____________ whose name(s) is/are signed to the foregoing instrument and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they/he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this ______ day of ____________, ______.

(Notarial Seal)

Notary Public

State of Alabama)
:
County of ____________)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that ____________ whose name(s) as ____________ of ____________, a ____________ is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they/he/she, as such ____________ and with full authority, executed the same voluntarily for and as the act of said ____________.

Given under my hand and official seal this ______ day of ____________, ______.

(Notarial Seal)

Notary Public

State of Alabama)
:
County of ____________)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that ____________ whose name(s) as ____________ of ____________, a ____________ is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they/he/she, as such ____________ and with full authority, executed the same voluntarily for and as the act of said ____________.

Given under my hand and official seal this ______ day of ____________, ______.

(Notarial Seal)

Notary Public

SCHEDULE A

The following described real property located in the County of SHELBY, State of Alabama:

The street address of the Premises (if applicable) is: 140 1st STREET
BIRMINGHAM, AL 35007

The legal description of the Premises is:

SEE EXHIBIT "A"

THIS DOCUMENT WAS PREPARED BY: COMPASS BANK

LPAL527C © John H. Harland Co. (01/15/99) (800) 937-3799

EXHIBIT "A"
LEGAL DESCRIPTION

From the Northeast corner of Section 2, Township 21 South, Range 3 West, run westerly along the north boundary of the said Section 2, Township 21 South, Range 3 West for 865.23 feet, more or less, to the point of intersection of said line with the east right of way line of the L & N Railroad; thence turn an angle of 83 degrees 04 minutes to the left and run southerly along the east right of way line of the L & N Railroad for 423.59 feet to the point of beginning of the land herein described; thence turn an angle of 89 degrees 26 minutes 45 seconds to the left and run easterly to and along the north wall of a building owned by T.R. Nash and presently occupied by the Alabama Power Company for 97.08 feet, more or less, to the west right of way line of the U.S. 31 Highway; thence turn an angle of 90 degrees 00 minutes to the left and run northerly along the west right of way line of U.S. 31 Highway 41.9 feet to the Northeast corner of a building under construction, said building to be the future Farris Department Store Building; thence turn an angle of 90 degrees 00 minutes to the left and run westerly 97.49 feet along the north wall of said Farris Department Store Building and to the east right of way line of L & N Railroad; thence turn an angle of 90 degrees 33 minutes 15 seconds to the left and run southerly along the east right of way line of the L & N Railroad 41.9 feet to the point of beginning.