

20061012000506310 1/3 \$17.00
Shelby Cnty Judge of Probate, AL
10/12/2006 12:48:06PM FILED/CERT

ASSIGNMENT OF LEASES

THIS ASSIGNMENT OF LEASES, Made this 6th day of October, 2006, by Miravilla Properties, LLC hereinafter called "Assignor", and Omni National Bank, hereinafter called "Assignee".

WITNESSETH:

WHEREAS, Assignee has agreed to lend to Assignor the sum of Sixty One Thousand Four Hundred and 00/100 Dollars (\$61,400.00) secured by a mortgage on the following described property located in Shelby County, AL:

See Legal Description Attached hereto as Exhibit A

and as further security therefore and to induce the Assignee to make such loan, Assignor has agreed to assign all leases hereafter arising from the occupancy of the above described property.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained and other good and valuable considerations, Assignor hereby sells, assigns, transfers and sets over unto Assignee, it's Successors and Assigns, all of it's right, title, and interest, claim or demand in and to all leases or rental agreements or any letting of or any agreements for the use or occupancy of any part of the above described property, which hereafter may be made or agreed to between Assignor or any other owner of the above described property, so long as the mortgage loan above described and the indebtedness included therein and any other charges or other costs due or owing there under and secured thereby remain unpaid.

IT IS FURTHER AGREED by and between the parties hereto as follows:

1. Assignor will perform all of its obligations as lessor under any and all present or future leases of all or any portion of the above described property, and will not commit, permit, or suffer a default by Assignor in its obligations under any such lease, nor will Assignor take any action, nor omit to take any action, except to the extent expressly permitted by the lease, if such action or omission reasonably may cause the termination of any lease, or otherwise diminish or impair the value of any lease. Without limitation, Assignor will not (a) except in connection with this financing, assign or encumber its interest in the leases; (b) except in connection with this financing, assign any portion of Rents; (c) consent to the modification, cancellation, or surrender of any lease having an unexpired term of more than one year, except as expressly permitted by the terms of such lease; or (d) collect Rents for more than one month in advance. Further, without limitation, Assignor will not amend any lease without Assignee's prior written consent, or enter into future leases unless and until each such lease has been approved by Assignee as to form, terms, and rentals, which approval may not be unreasonably withheld. Any act or omission in violation of the provisions of this paragraph shall be voidable, at Assignee's sole and exclusive option.

2. Assignor hereby appoints Assignee his true and lawful attorney in the name and stead of Assignor to take such action or measures as in the discretion of Assignee may be deemed proper or necessary to enforce the leases hereby granting to Assignee the full right and authority to fill any vacancy and to rent, let or lease the same to any party or parties, in Assignee's sole discretion, and to give notices which may be or become necessary and do any and all other things which the Assignor might do as landlord or lessor as fully and effectively as Assignor.

3. Assignee shall not be liable for any failure on its part to do any other things which it is by the terms hereof authorized to do and furthermore that it shall not be liable to any tenant or purchaser of the above described property as a result of or on account of this Assignment of Leases.

4. This Assignment of Leases is given as additional security for the payment of the above described mortgage and note secured thereby and shall not be construed as impairing or affecting the validity of either or such instruments or any of the terms and provisions thereof; and this Assignment of Leases shall in no way operate to prevent the owner and holder of the note or the mortgage from pursuing any remedy which such owner and holder might hereafter have because of any breach of any of the terms thereof; and that the acceptance of remedy the Assignee hereunder shall be without prejudice to Assignee's right to foreclose the above described mortgage or the laws of the State of Alabama.

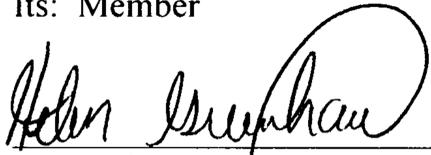
5. Assignor represents and warrants that he has not sold or assigned the leases from the above described property to any other person and that he will not, during the life of the above described mortgage, assign leases to any other person, persons, corporation or corporations.

6. This Assignment shall remain in full force and effect and be binding upon the heirs, executors, administrators, successors, and assigns of the Assignor until the indebtedness secured by the above described mortgage shall be fully paid and satisfied of record, and until all expenses incurred by Assignee pursuant hereto have been fully paid or until such time as this Assignment of Leases shall be validly released by Assignee.

Miravilla Properties, LLC



By: Mark Greenhaw
Its: Member

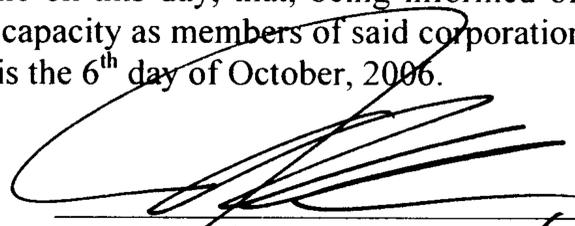


By: Helen Greenhaw
Its: Member

STATE OF ALABAMA)
JEFFERSON COUNTY) Corporate Acknowledgment

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Mark Greenhaw and Helen Greenhaw, Members of Miravilla Properties, LLC, 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 said instrument he/she/they executed the same voluntarily in their capacity as members of said corporation on the day the same bears date.

Given under my hand and official seal this the 6th day of October, 2006.


Notary Public
My Commission Expires: 8/30/08

Initials: 

EXHIBIT "A"


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Lot 37:

Lot No. 37 as shown on the entitled "Property Line Map, Siluria Mills" prepared by Joseph A. Miller, Reg. Civil Engineer on October 5, 1965 and being more particularly described as follows:

Commence at the intersection of the southerly right of way line of 3rd Avenue West and the westerly right of way line of Cotten Street, and said right of way lines as shown on the map of Dedication of Streets and Easements, Town of Siluria, Alabama; thence Southeasterly along the right of way line of Cotten Street for 210.00 feet to the point of beginning; thence continue Southeasterly along the said right of way line of Cotten Street for 95.00 feet; thence 89° 50' 30" right and run Southwesterly for 156.68 feet; thence 90° 12' 31" right and run Southwesterly for 156.68 feet; thence 90° 12' 31" right and northwesterly for 95.00 feet; thence 89° 47' 29" right and run Northeasterly for 156.60 feet to the point of beginning.