FMONI03052007015731P

# 934054

## ASSIGNMENT OF RENTS AND LEASES

BORROWER: A. R. Burroughs AND Olivia Burroughs	LESSOR:	20070326000133940 1/5 \$23.00
3419 Highway 31 South Pelham, AL 35124		Shelby Cnty Judge of Probate, AL 03/26/2007 08:56:47AM FILED/CERT

Note Amount: \$ \$150,000.00

Funding Date: March 05, 2007

Maturity Date: March 05, 2008

1. ASSIGNMENT. In consideration of the loan evidenced by the promissory note or credit agreement described above (the "Note"), which is secured by a mortgage or deed of trust (the "Security Instrument"), Lessor, identified above, absolutely assigns to

Frontier Bank

all Lessor's estate, right, title, interest, claim and demand now owned or hereafter acquired in all existing and future leases 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 "Rents"). This Assignment is subject to the right, power and authority given to the Lender to collect and apply the Rents. The foregoing Assignment is intended to be specific, perfected, and choate upon the recording of the Security Instrument 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 thelandlord under the Leases; (b) refrain from discounting any future Rents or executing any future assignment of the Leases or collect any Rents in advance 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 Rentpayments and are not in default under the terms of any of the Leases; (b) each of the Leases are 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; (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; (g) Lessor's chief executive office is located in the state of Alabama; (h) Lessor's state of organization is the state of Alabama; and (i) Lessor's exact legal name is set forth on the first page of this agreement.
- 4. LESSOR MAY RECEIVE RENTS. As long as there is no default under the Note described above, the Security Instrument securing the Note, this Assignment or any other present or future obligation of Borrower or Lessor to Lender (whether incurred for the same or different purposes) ("Obligations"), 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 takepossession of the Premises and have, hold, manage, lease and operate the Premises on terms and for a period of time that Lender deems proper. 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 obligation 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 Note. These amounts, together with other costs, shall become part of the indebtedness secured by the Security Instrument and for which this Assignment is given. Lender's remedies described herein are cumulative, non-exclusive and in addition to any other remedies under the Security Instrument and applicable law.
- 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.
- 7. POWER OF ATTORNEY. Lessor irrevocably authorizes 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. Lender may endorse Lessor's name on rent checks or other instruments to accomplish the purposes of this assignment. The receipt by Lender of any Rents under this Assignment after institution of foreclosure proceeding under the Security Instrument shall not cure any default or affect such proceeding or sale which may be held as a result of such proceedings.
- 8. BENEFICIAL INTEREST. 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 the Security Instrument and this Assignment. 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. COLLECTION COSTS. To the extent permitted by law, Lessor agrees to pay Lender's reasonable fees and costs, including, but not limited to, fees and costs of attorneys and other agents (including without limitation paralegals, clerks and consultants) whether or not any attorney is an employee of Lender, which are incurred by Lender in collecting any amount due or enforcing any right or remedy under this Assignment, all whether or not suit is brought and including, but not limited to, fees and costs incurred on appeal, in bankruptcy, and for post-judgment collection actions. These collection costs are secured by this Assignment and the Security Instrument.
- 15. 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 Note and Security Instrument so long as, in Lender's option, 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.
- 16. JURY TRIAL WAIVER. LESSOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY CIVIL ACTION ARISING OUT OF, OR BASED UPON, THIS ASSIGNMENT.

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

17. ADDITIONAL TERMS.

18.	INDEXING	INSTRUCTIONS.
10.		HING I DUCH HUNG.

Dated: March 05, 2007

All 2	3/5/7
Oliver Burman for	3/5/02
	Date
	Date
	Date

This Instrument Prepared by:

Frontier Bank

16863 Highway 280

20070326000133940 2/5 \$23.00 Shelby Cnty Judge of Probate, AL 03/26/2007 08:56:47AM FILED/CERT

Date

Date

Chelsea, AL 35043

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA COUNTY OF SULLY	
certify that	, a Notary Public in and for said County, in said State, hereby , whose name is signed to the foregoing conveyance and who
is known to me, acknowledged before me on this d	ay that, being informed of the contents of the conveyance, voluntarily on the day the same bears date.
Given under my hand and official seal, this 512	day of March D7.
	tepranic Fortin
	Notary Public  My Commission expires: 5-5-10
INDIVIDUAL A	ACKNOWLEDGMENT
STATE OF ALABAMA COUNTY OF COUNTY OR COUNTY OF COUNTY OR	
	Notary Public in and for said County, in said State, hereby certify that is signed to the foregoing conveyance and who is known to me, e contents of the conveyance,
Given under my hand and official seal, this	day of March Dr.
	Reprance Porter
	Notary Public  My Commission expires: 5-8-10
CORPORATE OR OTH	HER ACKNOWLEDGMENT
STATE OF ALABAMA COUNTY OF	
································	Notary Public in and for said County, in said State, hereby certify that name as, of
·	, a, is signed to the foregoing e on this day that, being informed of the contents of said conveyance, and with full authority, executed the same voluntarily for and as the act
Given under my hand and official seal, this	day of
	Notary Public
	My Commission expires:

20070326000133940 3/5 \$23.00 Shelby Cnty Judge of Probate, AL 03/26/2007 08:56:47AM FILED/CERT

## SCHEDULE A

#### Parcel I

A parcel of land situated in the South 1/2 of the SW 1/4 of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama, described as follows:

For a point of beginning, run North 19 deg. 30 min. West, 115 feet from the point of intersection of the East boundary line of the Old Birmingham-Montgomery Highway right of way with the intersection of the line between Sections 24 and 25, Township 20 South, Range 3 West; run thence North 19 deg. 30 min. West along the East right of way line of said Highway 105 feet, more or less, to the SW corner of property heretofore conveyed to the Trustees of the Church of Christ as shown by deed recorded in Deed Book 130 page 118 in the Probate Office of Shelby County, Alabama; thence North 87 deg. 35 min. East along the South line of said Church of Christ property a distance of 1677.3 feet, more or less, to the East line of the SW 1/4 of Section 24; run thence south along the East line of said SW 1/4 a distance of 105 feet; run thence South 87 deg. 35 min. West a distance of 1677.3 feet to the point of beginning.

LESS AND EXCEPT the following described parcel, which was heretofore conveyed to Melissa H. Nelson, to John Daniel Brasher and wife, and to Keystone Church of Christ, viz: From the Southwest corner of Section 24, Township 20 South, Range 3 West, run easterly along the South boundary line of the said Section 24, Township 20 South, Range 3 West, 974.58 feet, more or less, to the point of intersection of the South boundary line of Section 24, Township 20 South, Range 3 West, and the East right of way line of U.S. 31 Highway; thence turn an angle of 106 deg. 38 1/2 min. to the left and run northwesterly along the East right of way line of said U.S. 31 Highway 115.0 feet to the point of beginning of the land herein described and conveyed; thence continue northwesterly along the East right of way line of said highway for 100.00 feet; thence turn an angle of 106 deg. 38 1/2 min. to the right and run easterly 225.33 feet; thence turn an angle of 88 deg. 00 min. to the right and run southeasterly 88.30 feet; thence turn an angle of 89 deg. 50 min. to the right and run southwesterly 200.0 feet, more or less, to the point of beginning. This land being a part of the SW 1/4 of the SW 1/4 of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama.

## Parcel II

A parcel or tract of land situated in the South 1/2 of the SW 1/4 of Section 24, Township 20 South, Range 3 West, described as follows:

For a point of beginning, run North 19 deg. 30 min. West for a distance of 10 feet from the point of intersection of the East boundary line of the Birmingham-Montgomery Highway right of way with the Section line between Sections 24 and 25 in Township 20 South, Range 3 West, which said point of beginning is marked by an iron pin; run thence North 19 deg. 30 min. West along the East right of way line of said Birmingham-Montgomery paved Highway a distance of 105 feet; run thence North 87 deg. 25 min. East a distance of 1677.3 feet, more or less, to the East line of the SW 1/4 of said Section 24; run thence in a southerly direction along the East line of

Signed for identification.	03/05/2007	
A. R. Burroughs	Date	Date
Olivia Burroughs Burroughs	Date 2	Date
	Date	Date

## SCHEDULE A

said SW 1/4 of said Section 24, a distance of 105 feet; run thence South 87 deg. 25 min. West a distance of 1667.3 feet, more or less, to the point of beginning, being the same property heretofore conveyed to Melissa H. Nelson and husband, as shown by deed recorded in Deed Book 157 page 590, in the Probate Office of Shelby County, Alabama.

#### Parcel III

From the SW corner of Section 24, Township 20 South, Range 3 West, run East along the South boundary of said Section 24 for a distance of 950.7 feet to a point on the East right of way line of the Old U.S. 31 Highway; thence turn an angle of 106 deg. 55 min. to the left and run northwesterly along said East right of way line for a distance of 325 feet; thence turn an angle to the right of 106 deg 55 min. and run east, parallel with the South line of said Section 24 for a distance of 233.1 feet to the point of beginning; thence continue east along the same course for a distance of 1,524.32 feet, more or less, to the East line of the SW 1/4 of said Section 24; thence South along said East line of said SW 1/4 for a distance of 105 feet; thence turn an angle to the right of 91 deg. 16 min. and run westerly for a distance of 1,526.38 feet; thence turn an angle to the right of 89 deg. 51 min. and run northerly for a distance of 100.99 feet to the point of beginning.

LESS AND EXCEPT that portion of Caption Lands conveyed to Marie C. Moody, by corrective deed recorded in Real Record 138 page 872 in the Probate Office, to wit:

Commence at the SE corner of the SE 1/4 of the SW 1/4 of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama, and run north along the East line of said 1/4-1/4 Section, 414.59 feet to the SE corner of Lot 10 of Pope's Subdivision of Shady Grove, as recorded in Map Book 4 page 32 in the Probate Office of Shelby County, Alabama; thence left 89 deg. 12 min. and run west along the South line of said recorded subdivision a distance of 1501.72 feet; thence left 90 deg. 00 min. and run south 100.4 feet to the point of beginning; thence right 90 deg. 00 min. and run West 30.0 feet; thence left 90 deg. 00 min. and run South 100.99 feet; thence left 89 deg. 51 min. and run easterly 390.0 feet; thence left 90 deg. 09 min. and run northerly 102.01 feet; thence left 90 deg. 00 min. and run west 360.0 feet to the point of beginning.

Together with an access easement as described in said deed recorded in Real Record 138 page 872 in the Probate Office.

All being situated in Shelby County, Alabama.

Signed for identification.		
MILLE	03/05/2007	
A. R. Burroughs	Date	Date
	03/05/2007	
Officia Burroughs	Date	Date
	''(_Date	Date