

ASSIGNMENT OF RENTS AND LEASES

The following terms shall have the meanings set forth below, as used in this instrument:

Lender: Renasant Bank
Lender's Notice Address: 3535 Grandview Parkway
Birmingham, Alabama 35243
Loan Amount: \$1,500,000.00
Mortgage: The Mortgage and Security Agreement executed
by Owner in favor of Lender this date to further
secure the Obligation (defined below).
Owner: Joseph Habshey and Yelah Limited Partnership
(f.k.a. The Habshey Family Limited
Partnership)
Owners' Notice Address: Set forth in the Mortgage which is incorporated
herein by reference.
Borrower: Joseph Habshey
Borrower's Notice Address 110 Oak View Lane
Helena, Alabama 35080-7221

1. **BY THIS ASSIGNMENT**, the Owner, for value received, hereby assigns to the Lender all of Owner's right, title, privileges and interest which Owner has and may have in the leases, operating agreements, management agreements, concession agreements, licenses, and all similar agreements, now existing or hereafter made and affecting the real property and the improvements and equipment thereon described in **Exhibit A** attached hereto and incorporated herein by reference (collectively referred to as the "Property"), together with all extensions, renewals, modifications or replacements of said leases and agreements, and together with any and all guarantees of the obligations of the lessees and other obligors thereunder, whether now existing or hereafter executed, and all extensions and renewals of said guarantees. All said leases and all other said agreements described in this Paragraph 1, together with any and all guarantees, modifications, extensions and renewals thereof, are hereinafter collectively and severally referred to as the "Lease".

2. **OWNER'S PURPOSE** in making this assignment is to relinquish, convey, and assign to Lender Owner's right to collect and enjoy the rents, royalties, issues, profits, income and other benefits at any time accruing by virtue of the Lease (hereinafter called "Rents and Profits") as additional security for the outstanding indebtedness to Lender in connection with a loan (the "Loan") as evidenced by the note in favor of Lender dated on or about this same date, in the aggregate original principal sum equal to the Loan Amount executed by Borrower, said note being guaranteed by Owner (or one or more of the persons who are included within the meaning of the term Owner) pursuant to one or more guaranty agreements executed simultaneously herewith (the note executed by the Borrower and the guaranty agreements executed by Owner (or one or more of the persons who are included within the meaning of the



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term Owner) are individually and collectively referred to for convenience as the "Obligation") and as additional security for the Owner's obligations under the Mortgage executed to better secure the Obligation; and to furnish security for the performance of Owner's obligations contained herein, and in the Obligation, and in the other documents executed by Borrower and/or Owner in connection with the Loan. The Obligation (i.e, note and all guaranty agreements), the Mortgage, and the other documents executed in connection with the Loan are referred to as the "Loan Documents".

3. **THE PARTIES INTEND** that this Assignment shall be a present, absolute and unconditional assignment and shall, immediately upon execution, give Lender the right to collect the Rents and Profits and to apply them in payment of the principal and interest and all other sums payable on the Obligation, as well as all other sums payable under the Loan Documents. However, Lender hereby grants to Owner a license to collect, subject to the provisions set forth below and in the Loan Documents, the Rents and Profits as they respectively become due and to enforce the Lease, so long as there is no default by Owner in performance of the terms, covenants or provisions of the Obligation, the Loan Documents or this Assignment. Nothing contained herein, nor any collection of Rents and Profits by Lender or by a receiver, shall be construed to make Lender a "mortgagee-in-possession" of the Property so long as Lender has not itself entered into actual possession of the Property.

4. **UPON THE OCCURRENCE OF ANY DEFAULT** under the terms and conditions of this Assignment or any of the Loan Documents, this Assignment shall constitute a direction to and full authority to any and all obligors under the Lease and any guarantor of the Lease to pay all Rents and Profits to Lender without proof of the default relied upon. Owner hereby irrevocably authorizes any and all obligors under the Lease and any guarantor to rely upon and comply with any notice or demand by Lender for the payment to Lender of any Rents and Profits due or to become due. Any and all obligors under the Lease and any guarantor shall have no right or duty to inquire whether a default has actually occurred and Owner shall have no claim against any obligor under the Lease or any guarantor for any Rents and Profits paid by such obligor Lessee or such guarantor to Lender pursuant to Lender's demand or notice.

5. **OWNER WARRANTIES:**

- (a) that no default exists on the part of Owner under any Lease;
- (b) that no rent or other payment has been or will be collected under any Lease more than one month in advance;
- (c) that neither the Lease nor any interest therein has been previously or will be assigned or pledged by Owner;
- (d) that no concession has been or will be granted to any Lessee in the form of a waiver, release, reduction, discount or other alteration of rent or other payment due or to become due.

All of the foregoing warranties shall be deemed to be reaffirmed on and as of the time of each Lease executed by Owner on the Property.



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6. Owner agrees that nothing herein shall be construed to impose any liability or obligation on Lender under or with respect to the Lease. Owner does not delegate or assign to Lender, and Lender does not accept or assume any of the duties, obligations, or liabilities of Owner as provided in the Lease. Despite the present and absolute assignment by Owner to Lender of the Lease, Lender will not be required to perform any of the agreements or conditions contained in the Lease and nothing in this Agreement will impose any obligation upon Lender (including any liability under any covenant of quiet enjoyment as provided in the Lease). Owner retains and will perform all duties, obligations, and liabilities of Owner as provided in the Lease, provided that Lender, in the sole and absolute option of Lender may cure any default as provided in the Lease on behalf of Owner, and Owner will reimburse Lender on demand for all amounts paid and expended by Lender to cure the defaults of Owner as provided in the Lease.

7. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents contained in the Loan Documents. Failure of the Lender to avail itself of any terms, covenants or conditions of this Assignment for any period of time or for any reason shall not constitute a waiver thereof.

8. Notwithstanding any future modification of the terms of the Loan Documents, this Assignment and the rights and benefits hereby assigned and granted shall continue in favor of Lender in accordance with the terms of this Assignment.

9. This Assignment shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto (including without limitation, in the case of Lender, any third parties now or hereafter acquiring any interest in the Obligation or any part thereof, whether by virtue of assignment, participation or otherwise). The words "Owner", "Lender", "obligor under the Lease", and "guarantor", wherever used herein, shall include the persons and entities named herein or in the Lease or any guaranty and designated as such and their respective heirs, legal representatives, successors, and assigns, provided that any action taken by the named Lender or any successor designated as such by an instrument recorded in the appropriate office of the County in which the Property is located referring to this Assignment shall be sufficient for all purposes notwithstanding that Lender may have theretofore assigned or participated any interest in the Obligation to a third party. All words and phrases shall be taken to include the singular or plural number, and the masculine, feminine, or neuter gender, as may fit the case.

10. Any change, amendment, modification, abridgement, cancellation, or discharge of this Assignment or any term or provision hereof shall be invalid without the written consent of Lender.

11. Upon payment to Lender of the full amount of all indebtedness and obligations secured hereby and by the Loan Documents, as evidenced by a recorded satisfaction or release of the Mortgage, Note, and guarantees, this Assignment shall be void and of no further effect.

12. All notices given hereunder shall be given in the manner set forth in the Mortgage.



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13. If any provision hereof is determined to be illegal or unenforceable for any reason, the remaining provisions hereof shall not be affected thereby.

14. This Assignment shall be governed by and construed in accordance with the laws of the State of Alabama.

15. **WAIVER OF JURY TRIAL.** OWNER HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING OUT OF OR IN ANY WAY PERTAINING OR RELATING TO THIS ASSIGNMENT OR THE OTHER LOAN DOCUMENTS, OR (B) IN ANY WAY CONNECTED WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THIS ASSIGNMENT OR THE OTHER LOAN DOCUMENTS, OR IN CONNECTION WITH THE TRANSACTIONS RELATED THERETO OR CONTEMPLATED THEREBY OR THE EXERCISE OF EITHER PARTY'S RIGHTS AND REMEDIES THEREUNDER, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. OWNER AGREES THAT LENDER MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED AGREEMENT OF OWNER IRREVOCABLY TO WAIVE ITS RIGHT TO TRIAL BY JURY, AND THAT ANY DISPUTE OR CONTROVERSY WHATSOEVER BETWEEN OWNER AND LENDER SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

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IN WITNESS WHEREOF, this document has been executed by the undersigned under seal on this 11 day of October, 2007.

“OWNER”

Joseph Habshey
Joseph Habshey

YELAH LIMITED PARTNERSHIP (f.k.a. The Habshey Family Limited Partnership)

By: **Magna Management, Inc., its General Partner**

By: Ana Graciela E. Montalvo
Name: Ana Graciela E. Montalvo
Title: President



STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Joseph Habshey** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, executed the same voluntarily.

Given under my hand this 11 day of October, 2007.

Junfer L. Leuma
Notary Public
My commission expires: 10-2-08

PANAMA)
REPUBLIC OF PANAMA)

I, the undersigned, a notary in and for said Republic of Panama, hereby certify that Ana Graciela E. Montalvo, President of **Magna Management, Inc.**, the sole General Partner of Yelah Limited Partnership, who is known to me and whose name is signed to the foregoing instrument, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same, voluntarily for and on behalf of Magna Management, Inc., in its capacity as the General Partner of the Yelah Limited Partnership, for the purposes therein contained as of the day the same bears dated.

Given under my hand and official seal this 11 day of October, 2007.

Licda. AUGUSTO S. AROSEMENA S.
Notary Public
My commission expires: _____





EXHIBIT A

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Wallace Wyatt Jr - Probate Judge
St. Clair County, Alabama

PARCEL I - PARCEL # 29-12-2-003-001.000 00

LOTS 1 AND 2, EXCEPT NORTH 5 FEET THEREOF, IN BLOCK 1, ACCORDING TO THE INEZ B. JONES SUBDIVISION, AS RECORDED IN AMENDED MAP BOOK 7, PAGE 49, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA, BIRMINGHAM DIVISION.

SOURCE OF TITLE: LR 200620, PAGE 20019

ADDRESS: 1171 16th Ave. S. Birmingham, AL 35205

PARCEL II - PARCEL # 13-5-15-3-003-004.000

LOTS 8, 9, AND 10 IN BLOCK 1 ACCORDING TO THE SURVEY OF JOSEPH SQUIRE'S MAP OF TOWN OF HELENA, AS RECORDED IN MAP BOOK 3, PAGE 121, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: BEGIN AT THE SW CORNER OF LOT 10 OF BLOCK 1, JOSEPH SQUIRE'S MAP OF TOWN OF HELENA AND RUN N 1°34'31"W ALONG WEST EDGE OF SAID BLOCK 1 A DISTANCE OF 105.00 FEET; THENCE N 89°29'09"E A DISTANCE OF 91.70 FEET; THENCE S 0°04'49"E A DISTANCE OF 105.00 FEET; THENCE S 89°29'44"W A DISTANCE OF 88.96 FEET TO THE POINT OF BEGINNING; BEING SITUATED IN SECTION 15, TOWNSHIP 20 SOUTH, RANGE 3 WEST, IN THE CITY OF HELENA, SHELBY COUNTY, ALABAMA.

SOURCE OF TITLE: 20061222000625280 RECORDED DEC. 22, 2006

ADDRESS: 4025; 4035; 4045 HELENA ROAD; 774 and 776 2nd Street, Helena, Alabama 35080

PARCEL V - PARCEL# 26-02-10-0-001-013.001

PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 1 EAST, LYING EAST OF MOODY PARKWAY (MONTEVALLO-ASHVILLE HIGHWAY) (US HIGHWAY #411), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SE CORNER OF THE N 1/2 OF THE NE 1/4 OF THE NE 1/4 OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 1 EAST, THENCE WESTERLY ALONG THE SOUTH LINE OF SAID N 1/2 OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 305.18 FEET TO A FOUND 1 1/2 INCH PIPE ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF MOODY PARKWAY (MONTEVALLO-ASHVILLE HIGHWAY) (US HIGHWAY #411) THENCE 118 DEGREES 06 MINUTES 10 SECONDS TO THE RIGHT NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE 310.64 FEET TO THE POINT OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 0 DEGREES 03 MINUTES 34 SECONDS A RADIUS OF 3094.55 FEET THENCE ALONG THE ARC OF SAID CURVE 3.21 FEET, THENCE 93 DEGREES 40 MINUTES 12 SECONDS TO THE RIGHT (ANGLE MEASURED FROM TANGENT OF SAID CURVE) 48.22 FEET TO THE CENTER OF A DRAINAGE DITCH, THENCE 6 DEGREES 03 MINUTES 35 SECONDS TO THE LEFT 121.40 FEET TO THE EAST LINE OF SAID N 1/2 OF NE 1/4 OF NE 1/4 OF SAID SECTION, THENCE 62 DEGREES 11 MINUTES 40 SECONDS TO THE RIGHT SOUTHERLY 198.75 FEET TO THE POINT OF BEGINNING. ACCORDING TO THE SURVEY OF F.W. MEADE, REG. #9124, DATED AUGUST 10, 2001.

SITUATED IN ST. CLAIR COUNTY, ALABAMA, PELL CITY DIVISION.

SOURCE OF TITLE: BOOK 2005, PAGE 5954

ADDRESS: 2224-2230 Moody Parkway, Moody, AL 35004

20071012001591800 6/6
Bk: LR200715 Pg:21044
Jefferson County, Alabama
10/12/2007 10:44:23 AM XFRL
Fee - \$17.00

Total of Fees and Taxes-\$17.00
LINDA

PARCEL VII-PARCEL # 13-5-15-2-001-029

LOTS 1, 2, 3 AND NORTH 1/2 OF LOT 4, BLOCK 1, ACCORDING TO THE SURVEY OF JOS. SQUIRE'S MAP OF HELENA AS RECORDED IN MAP BOOK 3, PAGE 121 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

SOURCE OF TITLE: Inst. 20020509000219820 dated May 9, 2002 and Recorded May 9, 2002

ADDRESS: 4097 A&B, 4093, 4091, 4089, 4085, 4079, 4075 Helena Road, Helena, Alabama 35080

Book/Pg: 2007/15441
Term/Cashier: S RECORD2 / LeeD
Tran: 4335.119301.182203
Recorded: 10-16-2007 13:22:35
CER Certification Fee 1.00
REC Recording Fee 5.50
Total Fees: \$ 24.50 18.00

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