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Shelby Cnty Judge of Probate, AL
08/23/2010 01:39:28 PM FILED/CERT

ASSIGNMENT OF RENTS BY LESSOR

For value received by O'Neal Investments, LLC, as Assignor,
assigns and transfers to: Clayton Enterprise, LLC, as Assignee,
all rents and other sums due and to become due, assign or under that lease

Dated March 10, 2008, between Assignor as Lessor as assigned & estopped to him by Addiction & Mental Health Services, Inc. dba Bradford Health Services, as Lessee,

For the lease of the following described property:
101 Aviators View Drive, Calera, AL 35040

Assignor warrants and represents that:

- a. Assignor is the lawful owner of the above-described lease and of the rental property that is the subject thereof and of all rights and interests therein.
- b. The lease is genuine, valid, and enforceable.
- c. Assignor has a right to make this assignment.
- d. The rental property and rental payments and other sums are free from liens, encumbrances, claims and set offs of every kind.
- e. The rental payments are current as of the date of this assignment.

Assignor understands and agrees that:

- a. Assignee does not assume any of the obligations arising under the lease.
- b. Assignor will keep and perform all of his obligations as Lessor under the Lease. In addition, assignor shall indemnify assignee against the consequences of any failure to do so.
- c. Assignor will not assign any other interest in the lease, nor sell, transfer, mortgage, or encumber the property described in the lease, or any part thereof, without first obtaining the written consent of Assignee.
- d. Assignee may, at his discretion, give grace or indulgence in the collection of all rent and other sums due or to become due under the lease, and grant extensions of time for the payment of any such sums.
- e. Assignor waives the right to require assignee to proceed against Lessee, or to pursue any other remedy.

f. Assignor waives the right, if any, to obtain the benefit of or to direct the application of any security that is or may be deposited with Assignee until all indebtedness of Lessee to Assignee arising under the lease has been paid.

g. Assignee may proceed against Assignor directly or independently of Lessee and the cessation of the liability of Lessee for any reason other than full payment shall not in any way affect the liability of Assignor hereunder, nor shall any extension, forbearance of acceptance, release, or substitution of security, or any impairment or suspension of Assignee's remedies or rights against Lessee in any way, affect the liability of Assignor hereunder.

Assignor guarantees due and punctual payment under the terms of the lease. In addition, on any default by Lessee, assignor will, on demand, repurchase the rights assigned hereunder by paying to Assignee the then total unpaid balance of rental payments under the lease.

Assignor appoints assignee as his attorney in fact to demand, receive, and enforce payment and to give receipts, releases, and satisfactions and to sue for all sums payable, either in the name of assignor or in the name of Assignee, with the same force and effect as Assignor could have done if this assignment had not been made.

Notice of this assignment may be given at any time at Assignee's option. In the event, any payment under the lease hereby assigned is made to Assignor, Assignor will promptly transmit such payment to Assignee.

This assignment is irrevocable and shall remain in full force and effect until and unless there is payment in full of any obligation, the payment of which is secured by it, or until and unless such obligation is released in writing by Assignee.

O' Neal Investments, LLC



By: Howard O'Neal

Its: Member

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a notary public in and for said county in said state, hereby certify that Howard O'Neal as member of O'Neal Investments, LLC, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily as act of said LLC on the day the same bears date.

Given under my hand and official seal this the 31st day of March, 2010.

JOHN R. HOLLIMAN
NOTARY PUBLIC - ALABAMA
My Commission Expires
8-29-10

Notary Public

