

This instrument prepared by:

Ray D. Gibbons, Esq.
Gibbons Graham LLC
100 Corporate Parkway
Suite 125
Birmingham, Alabama 35242

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES (the "Assignment"), is made and entered into as of December 17, 2015, by **ALAN J. DREHER** and **PATRICIA D. DREHER**, each having an address of c/o Jefferson Iron and Metal Brokerage, Inc., 3940 Montclair Road, Birmingham, Alabama 35213, Attention: Alan J. Dreher (singularly and collectively, the "Assignor"), in favor of **SYNOVUS BANK**, a Georgia banking corporation, whose address is 800 Shades Creek Parkway, Second Floor, Birmingham, Alabama 35209, Attention: Jeff Spielberger (the "Lender"). Capitalized terms used herein but not defined shall have the meaning ascribed to such terms in that certain Amended and Restated Promissory Note of even date herewith, executed and delivered by Alan J. Dreher (the "Borrower") in favor of Lender in the original principal amount of \$2,157,727.80 (as amended from time to time, the "Note").

FOR VALUE RECEIVED, to secure the Obligations (including, but not limited to, Assignor's obligations under this Assignment), Assignor hereby sells, assigns, transfers and sets over unto Lender, its successors and assigns, all of Assignor's right, title and interest in and to all leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of the property described in Exhibit "A" attached hereto, and the improvements located or to be located thereon (collectively, the "Mortgaged Property"), and each modification, extension, renewal and guarantee thereof (collectively, the "Assigned Leases"), including, without limitation, all the rents, issues, and profits now due and which may hereafter become due (collectively, the "Rents") under or by virtue of the Assigned Leases, together with all claims and rights to the payment of money at any time arising in connection with any rejection or breach of any of the Assigned Leases under Section 365 of the Bankruptcy Code, 11 U.S.C. § 365 (and any successor or replacement provision), including without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by a tenant or trustee in respect of the leased premises following the entry of an order for relief under the Bankruptcy Code in respect of a tenant and all rentals and charges outstanding under the Assigned Lease as of the date of entry of such order for relief.

I. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES

Assignor warrants and represents to Lender, in order to induce Lender both to make the Loan and to accept this Assignment, that:

1.1 Assignor is (or, with respect to any Assigned Leases hereafter made, will be) the sole owner and holder of Assignor's interest in each Assigned Lease,

1.2 Each of the Assigned Leases is (or, with respect to any Assigned Leases hereafter made, will be) valid and enforceable and in full force and effect, and has not been (or, with respect to any Assigned Leases hereafter made, will not be) altered, modified or amended in any manner whatsoever except as set forth in this Assignment,

1.3 None of the Rents has been or will be assigned, pledged or in any manner transferred or hypothecated, except pursuant to this Assignment, and

1.4 None of the Rents, for any period subsequent to the date of this Assignment, has been or will be collected in advance of the time when such Rents become due under the terms of the Assigned Leases.

II. COVENANTS OF ASSIGNOR

Assignor covenants with Lender that Assignor shall (a) observe and perform all the obligations imposed upon Assignor under each Assigned Lease; (b) not do, or permit to be done, anything to impair the security of any Assigned Lease; (c) promptly send to Lender copies of each notice of default which Assignor shall send or receive under the Assigned Leases; (d) enforce the performance and observance of the provisions of each Assigned Lease; (e) not collect any of the Rents except as set forth in this Assignment; (f) not subordinate any Assigned Lease to any mortgage or other Lien, or permit, consent, or agree to any such subordination without the prior written consent of Lender; (g) not alter, modify or change the terms of any Assigned Lease, nor give any consent to exercise any option required or permitted by such terms, without the prior written consent of Lender in each such case; (h) not cancel or terminate any Assigned Lease, or accept a surrender of any Assigned Lease; (i) not convey or transfer, and shall not suffer or permit a conveyance or transfer of, the Mortgaged Property, or of any interest in the Mortgaged Property, so as to effect directly or indirectly, approximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of any other party to and under any Assigned Lease; (j) not alter, modify or change the terms of any guaranty of any Assigned Lease, and shall not cancel or terminate any such guaranty, without the prior written consent of Lender in each such case; (k) not consent to any assignment of, or subletting under, any Assigned Lease without the prior written consent of Lender; (l) not lease or otherwise let all or any portion of the Mortgaged Property, without the prior written consent of Lender; (m) at Lender's request, execute any documentation confirming the assignment and transfer to Lender of each Assigned Lease upon all or any part of the Mortgaged Property; and (n) execute and deliver, at the request of Lender, all other further assurances, confirmations and assignments in the Mortgaged Property as Lender shall, from time to time, reasonably require in order to evidence or secure the rights of Lender pursuant to this Assignment.

III. TERMS AND CONDITIONS OF ASSIGNMENT

3.1 Assignor's Rights Prior to Default. So long as there shall not exist any default by Assignor in the performance of any covenant or agreement of Assignor in any Assigned Lease, nor any Event of Default under and as defined in the Note, nor any default by Assignor in the performance of any covenant, agreement or obligation of Assignor contained herein which has not been cured within any applicable cure period (each of the foregoing herein being called an "Event of Default"), then Assignor shall have the right to continue to exercise all its rights and

perform its obligations under the Assigned Leases, including the right to collect each payment of Rent at the time of, but not more than one (1) month prior to, the date provided in the applicable Assigned Lease for such payment, and to retain, use and enjoy such payment (subject to the terms of the Loan Documents), and to lease the Mortgaged Property or any part thereof, all subject to the provisions of this Assignment and the Loan Documents. However, upon any Event of Default, Assignor's rights pursuant to this paragraph to collect, retain, use and enjoy each payment of Rent, and to lease the Mortgaged Property or any part thereof, shall terminate.

3.2 Lender's Remedies Upon Default Upon, or at any time after, the occurrence of any Event of Default, and without in any way waiving such Event of Default or releasing Assignor from any obligation under this Assignment, at Lender's option and in its discretion, and irrespective of whether Lender shall have commenced any other remedy under applicable law or any other Loan Document, then Lender may, without notice and with or without bringing any action or proceeding except as required by applicable law, (i) exercise any and all rights available under applicable law, (ii) revoke the rights of Assignor as set forth in Section 3.1, (iii) proceed to perform any and all of the duties and obligations and exercise all the rights and remedies of Assignor contained in the Assigned Leases as fully as Assignor could itself, (iv) lease all or any portion of the Mortgaged Property and collect the Rents, and/or (v) take possession of the Mortgaged Property or the Rents and have, hold, manage, lease and operate the Mortgaged Property on such terms and for such period of time as Lender may in its discretion deem proper, and, either with or without taking possession of the Mortgaged Property in Lender's own name:

(a) make any payment or perform any act which Assignor has failed to make or perform, in such manner and to such extent as Lender may deem necessary to protect the security provided for in this Assignment, or otherwise, including without limitation, the right to appear in and defend any action or proceeding purporting to affect the security provided for in this Assignment, or the rights or powers of Lender;

(b) lease the Mortgaged Property or any portion thereof in such manner and for such Rents as Lender shall determine in its sole and absolute discretion; or

(c) demand, sue for, or otherwise collect and receive from all Persons all Rents, including those past due and unpaid, with full power to make from time to time all alterations, renovations, repairs or replacements of and to the Mortgaged Property (or any part thereof) as may seem proper to Lender and to apply the Rents to the payment of (in such order of priority as Lender, in its sole discretion, may determine):

(1) all expenses of managing the Mortgaged Property, including, without limitation, the salaries, fees and wages of a managing agent and such other employees as Lender may deem necessary or desirable;

(2) all taxes, charges, claims, assessments, water rents, sewer rents, and any other liens, and premiums for all insurance which Lender may deem necessary or desirable, and the cost of all alterations, renovations, repairs, or replacements, and all expenses incidental to taking and retaining possession of the Mortgaged Property;

- (3) all or any portion of the Loan; and/or
- (4) all costs and Attorneys' Fees incurred in connection therewith.

Assignor hereby specifically authorizes Lender, and hereby constitutes and appoints Lender as Assignor's agent and attorney-in-fact, in Assignor's name or in Lender's name, to do any of the foregoing. The foregoing power of attorney is coupled with an interest and cannot be revoked by insolvency, Bankruptcy, death, dissolution or otherwise. The foregoing remedies are cumulative of and in addition to, and not restrictive of or in lieu of, the rights and remedies provided for or allowed by any one or more of the Loan Documents, or provided for or allowed by law or in equity.

3.3 Lender's Exercise of Rights Not a Waiver. The exercise by Lender of any rights or powers under Section 3.2 of this Assignment, including, without limitation, the collection of the Rents, and the application of the Rents as provided in this Assignment, shall not be considered a waiver by Lender of any default by Assignor under any Loan Document.

3.4 Lender Not Liable Except For Its Willful Tortious Misconduct or Bad Faith. Lender shall not be liable for any loss sustained by Assignor resulting from (1) Lender's failure to let the Mortgaged Property, or (2) any act or omission of Lender in exercising its rights and remedies hereunder, unless and to the extent such loss is caused by the willful tortious misconduct or bad faith of Lender. Nor shall Lender be obligated to perform or discharge, nor does Lender hereby undertake to perform or discharge, any obligation, duty or liability under the Assigned Leases or under or by reason of this Assignment, and Assignor shall, and does hereby agree, to indemnify Lender for, and to hold Lender harmless from, any and all liability, loss or damage which may or might be incurred under the Assigned Leases or under or 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 and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Assigned Leases, unless resulting from the willful tortious misconduct or bad faith of Lender. Should Lender incur any such liability under any Assigned Lease, or under or by reason of this Assignment, or in defense of any claims or demands specified above in this paragraph, then the amount of all such liability, including, without limitation, costs, expenses and Attorneys' Fees, shall be secured by this Assignment and Assignor shall reimburse Lender for all such liability immediately upon demand by Lender. This Assignment shall not operate to place responsibility for the control, care, management or repair of the Mortgaged Property upon Lender, nor for the carrying out of any of the terms and conditions of the Assigned Leases; nor shall it operate to make Lender responsible or liable for any waste committed on the Mortgaged Property by the tenants or any other parties, nor for any dangerous or defective condition of the Mortgaged Property, nor for any negligence in the management, upkeep, repair or control of the Mortgaged Property resulting in loss, injury or death to any tenant, employee or others, unless and to the extent resulting from the willful tortious misconduct or bad faith of Lender.

3.5 Termination of Agreement. Upon payment in full of the Obligations, and provided that Lender has no further obligation to any Borrower Party or otherwise under the Loan Documents, then this Assignment shall become and be void and of no effect, provided, however, that (1) this Assignment shall continue to secure the obligations of Assignor to Lender

pursuant to this Assignment as and to the extent that any payment by Assignor to Lender is avoided or is required to be disgorged by Lender, and (2) the affidavit, certificate, letter or statement of any officer, agent or attorney of Lender showing any part of the Loan to remain unpaid, or any obligation of Lender to exist (each such affidavit, certificate, letter or statement being called an "Lender's Certification"), shall be and constitute presumptive evidence of the validity, effectiveness and continuing force of this Assignment, and any Person may, and is hereby authorized to, rely on such Lender's Certification.

3.6 Assignor's Authorization With Respect to Other Parties. Assignor hereby authorizes and directs each party to any Assigned Lease (other than Assignor), upon receipt from Lender of written notice to the effect that an Event of Default exists, to perform all of its obligations under the Assigned Lease as directed by Lender (including, if so directed, the payment of all Rents to Lender), and to continue to do as so directed until otherwise notified by Lender.

3.7 Release or Application of Security by Lender. Lender may (1) take or release other security for the payment of the Loan, (2) release any party primarily or secondarily liable for the Loan or any part thereof, and (3) apply any other security held by Lender to the satisfaction of the Loan, without, in each case, prejudice to any of Lender's rights under this Assignment.

3.8 Assignor's Indemnity of Lender. Notwithstanding anything to the contrary in any Loan Document, Assignor shall indemnify and hold Lender harmless from, and defend Lender, at Assignor's sole cost and expense, against all Indemnified Losses arising out of or in connection with this Assignment, and all Indemnified Losses shall be payable by Assignor to Lender, on demand by Lender, and, until reimbursed by Assignor pursuant to the terms of this Assignment, shall be secured by this Assignment and shall bear interest at the Default Rate.

3.9 No Waiver by Lender. Nothing contained in this Assignment, and no act done or omitted by Lender pursuant to the powers and rights granted to it under this Assignment, shall be deemed to be a waiver by Lender of its rights and remedies under the Loan Documents other than this Assignment. This Assignment is made and accepted without prejudice to any right or remedy of Lender under the terms of such other Loan Documents.

3.10 Lender's Rights Cumulative And May Be Exercised Separately. The right of Lender to collect the Loan, and to enforce any of its rights and remedies under any Loan Document, may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by Lender under this Assignment.

3.11 Cooperation By Assignor. Assignor will, at the cost of Assignor, and without expense to Lender, do, execute, acknowledge and deliver such further acts, conveyances, assignments, notices of assignments, transfers and assurances as Lender shall, from time to time, reasonably require for the better assuring, conveying, assigning, transferring and confirming unto Lender the property and rights assigned by this Assignment, or intended now or hereafter to be assigned by this Assignment, or which Assignor may be or may hereafter become bound to convey or assign to Lender, or for carrying out the intention or facilitating the performance of the terms of this Assignment or for filing, registering or recording this Assignment. On demand,

Assignor will execute and deliver, and hereby authorizes Lender to execute in the name of Assignor to the extent Lender may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments, to evidence more effectively the lien of this Assignment upon the Assigned Leases.

3.12 Notices. All notices given pursuant to this Assignment shall be given (and deemed received) in the manner set forth in the Note.

3.13 Successors and Assigns. This Assignment, together with the covenants, representations and warranties contained in this Assignment, shall inure to the benefit of Lender and each subsequent holder of the Obligations and shall be binding upon Assignor, and its successors and assigns and any subsequent owner of the Mortgaged Property (or any part thereof or interest therein).


3.14 No Oral Changes. This Assignment may only be modified, amended or changed by an agreement in writing signed by Assignor and Lender, and may only be released, discharged or satisfied of record by an agreement in writing signed by Lender. No waiver of any term, covenant or provision of this Assignment shall be effective unless given in writing by Lender and if so given by Lender shall only be effective in the specific instance in which given.

3.15 Severability. Whenever possible, each provision of this Assignment shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Assignment shall be unenforceable or prohibited by, or invalid under, applicable law, such provision shall be ineffective to the extent of such unenforceability, prohibition or invalidity, without invalidating the remaining provisions of this Assignment.

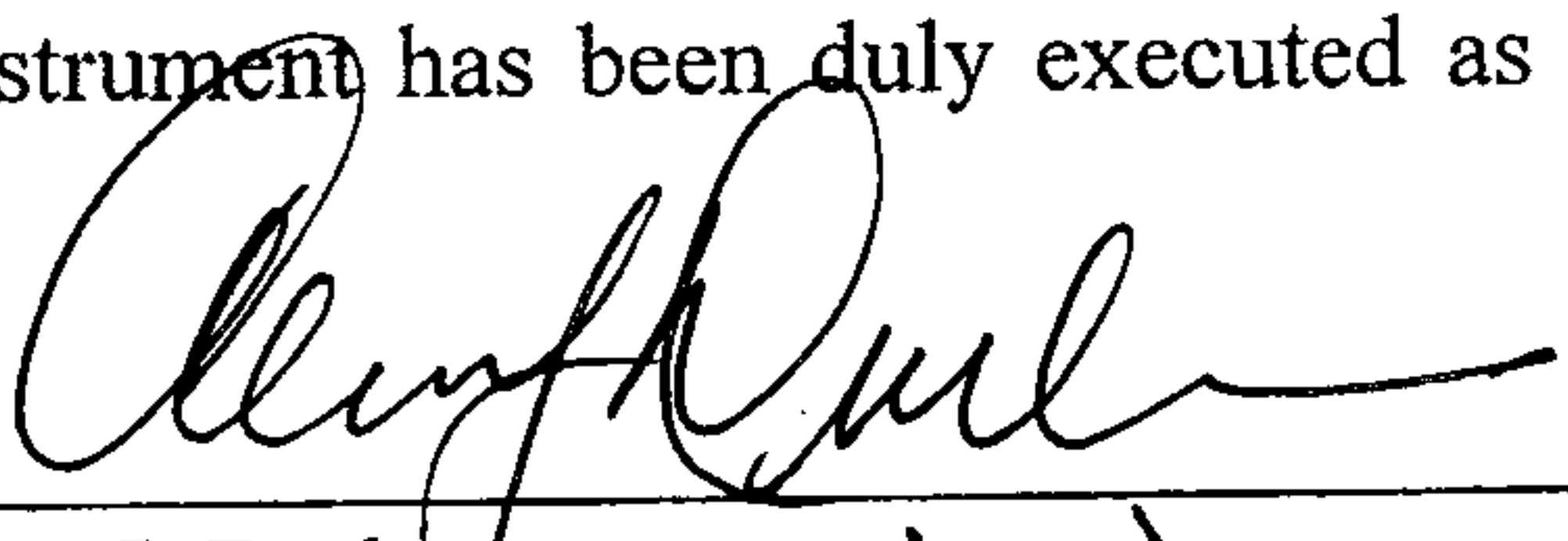
3.16 Entire Agreement. Assignor acknowledges that the Loan Documents set forth the entire agreement and understanding of Assignor and Lender with respect to the Loan and that no oral or other agreement, understanding, representation or warranty exists with respect to the Loan other than as set forth in the Loan Documents.


3.17 No Trial By Jury. **ASSIGNOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, AND LENDER (BY ITS ACCEPTANCE OF THIS ASSIGNMENT) IRREVOCABLY AND UNCONDITIONALLY WAIVES, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF, OR OTHERWISE RELATING TO, ANY OF THE LOAN DOCUMENTS HERETOFORE, NOW OR HEREAFTER EXECUTED OR DELIVERED, OR IN CONNECTION WITH THE LOAN, OR IN ANY WAY RELATED TO THIS TRANSACTION OR OTHERWISE WITH RESPECT TO THE MORTGAGED PROPERTY OR ANY OF THE ASSIGNED LEASES.**

* * * * *


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IN WITNESS WHEREOF, this instrument has been duly executed as of the day and year first above written.



Alan J. Dreher



Patricia D. Dreher

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Alan J. Dreher, 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 said instrument, he executed the same voluntarily.

Given under my hand and official seal, this the 18TH day of December, 2015.

[SEAL]




Notary Public
My Commission Expires: _____
Notary Public - Alabama State At Large
My Commission Expires
May 18, 2017
Bonded Thru Notary Public Underwriters

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Patricia D. Dreher, 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 said instrument, she executed the same voluntarily.

Given under my hand and official seal, this the 18TH day of December, 2015.

[SEAL]



Notary Public
My Commission Expires: _____
Notary Public - Alabama State At Large
My Commission Expires
May 18, 2017
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Shelby Cnty Judge of Probate, AL
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EXHIBIT A
LEGAL DESCRIPTION

PARCEL I:

Begin at the Southeast corner of the Northeast 1/4 of Section 6, Township 21 South, Range 1 East; thence run westerly along the south boundary of said Northeast 1/4 for 1534.97 feet; thence turn an angle of 90 degrees to the right and run 279.94 feet; thence turn an angle of 90 degrees to the left and run 1091.50 feet to a point on the east right of way line of County Highway 49; thence turn an angle of 89 degrees 15 minutes 29 seconds to the right and run along said right of way for 60.16 feet; thence turn an angle of 1 degree 18 minutes to the right and continue along said right of way for 686.10 feet; thence turn an angle of 1 degree 07 minutes to the left and continue along said right of way for 108.45 feet to a point; thence turn an angle of 90 degrees 51 minutes 23 seconds to the right and run 1301.69 feet; thence turn an angle of 89 degrees 42 minutes 08 seconds to the right and run 405.80 feet; thence turn an angle of 90 degrees to the left and 1318.00 feet; thence turn an angle of 90 degrees to the right and run 130.03 feet; thence turn an angle of 90 degrees 40 minutes to the left and run 874.37 feet; thence turn an angle of 90 degrees 40 minutes to the right and run 400.00 feet; thence turn an angle of 90 degrees 40 minutes to the left and run 445.63 feet; thence turn an angle of 90 degrees 40 minutes to the right and run 392.00 feet; thence turn an angle of 89 degrees 29 minutes to the right and run 476.00 feet; thence turn an angle of 89 degrees 20 minutes to the left and run 732.00 feet; thence turn an angle of 89 degrees 20 minutes to the right and run 844.00 feet; thence turn an angle of 90 degrees 40 minutes to the right and run 732.00 feet to the point of beginning. Said parcel is lying in the Southwest 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 6, Township 21 South, Range 1 East and the Southwest 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 5, Township 21 South Range 1 East.

The legal description set forth herein also includes Parcels 1 and II as shown in Map Book 14, Page 117, in the Office of the Judge of Probate of Shelby County, Alabama.

LESS AND EXCEPT:

Commence at the SW corner of the SW 1/4 of the NE 1/4 of Section 6, Township 21 South, Range 1 East; thence run Easterly along the South line thereof for 34.70 feet; thence 89 degrees 43 minutes 48 seconds left run Northerly 916.82 feet to a point on the Easterly right of way of Shelby County Highway #49 and the point of beginning; thence continue along said right of way for 32.57 feet; thence 67 degrees 03 minutes 55 seconds right run Northeasterly 128.74 feet; thence 23 degrees 44 minutes 08 seconds right 85.17 feet to the center of a branch; thence 84 degrees 52 minutes 50 seconds left run Northerly along said branch 22.24 feet; thence 25 degrees 29 seconds right run Northeasterly along said branch 133.34 feet; thence 17 degrees 58 minutes 53 seconds left 205.05 feet; thence 76 degrees 24 minutes 16 seconds right run Easterly 543.06 feet; thence 104 degrees 32 minutes 33 seconds right run Southwesterly 205.16 feet; thence 3 degrees 24 minutes 16 seconds left 189.83 feet; thence 81 degrees 34 minutes 44 seconds right run Westerly 342.70 feet; thence 1 degree 56 minutes left 311.12 feet; thence 23 degrees 44 minutes 08 seconds left for 135.13 feet to the point of beginning.

PARCEL II:

Tract 1:

528 feet off the North end of the Southwest Quarter of the Northwest Quarter of Section 5, Township 21, Range 1 East, Shelby County, Alabama, except a 10 foot strip on the West side for a public road right of way.

Tract 2:

The South Half of the Northwest Quarter of the Northwest Quarter of Section 5, Township 21, Range 1 East, Shelby County, Alabama, except a 10 foot strip on the west side for a public road right of way.

TOGETHER WITH a Non-Exclusive Easement recorded in Inst. #1995-01003.

PARCEL III:

The NE 1/4 of the NW 1/4 and the North 132 feet of the SE 1/4 of the NW 1/4 of Section 5, Township 21 South, Range 1 East, Shelby County, Alabama.


AND:

The SE 1/4 of the SW 1/4 of Section 32, Township 20 South, Range 1 East; the South 1/2 of the NE 1/4 of the SW 1/4 of Section 32, Township 20 South, Range 1 East, Shelby County, Alabama.

TOGETHER WITH an Easement across the following described property:

The East 20 feet of the SW 1/4 of the NW 1/4 of Section 32, Township 20 South, Range 1 East, Shelby County, Alabama, along the existing dirt road to its southern termination. The westerly 20 feet of the N 1/2 of the NE 1/4 of the SW 1/4 and the westerly 20 feet of the south 75 feet of the W 1/2 of the SE 1/4 of the NW 1/4 of Section 32, Township 20 South, Range 1 East.

All being situated in Shelby County, Alabama.


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