

Assignment of Rents and Leases

Notice: This Assignment is given as additional security for the Indebtedness, which also is secured by a mortgage or other security instrument on which the recording tax in the full amount of the Indebtedness has already been paid.

THIS ASSIGNMENT OF RENTS dated December 28, 2016, is made and executed between Edwin B. Lumpkin, Jr., a unmarried man (referred to below as "Grantor") and ServisFirst Bank, whose address is 850 Shades Creek, Suite 200, Birmingham AL 35209 (referred to below as "Lender")

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Shelby County, State of Alabama:

1ST MORTGAGE NON-OWNER OCCUPIED COMMERCIAL REAL ESTATE SHELBY CO, AL & ASSIGNMENT OF RENTS & LEASED ****SEE ATTACHED LEGAL DESCRIPTION****

The property or its address is commonly known as 7042 Meadowlark Drive, Birmingham AL 35242.

This assignment is given to secure (1) payment of the indebtedness and (2) Performance of any and all obligations of Grantor under the Note, This assignment, and the related documents. This assignment is given and accepted on the following terms:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lenders consent to the use of cash collateral in a bankruptcy proceedings.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents fee and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to lender.

No Prior Assignments. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and received the Rents.



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Violation of any of the covenants, representations and provisions contained herein by the Assignor shall be deemed a default under the term of said Note and Mortgage.

Default by the Assignor under any of the terms of the leases assigned herein shall be deemed a default under the terms of said Note and Mortgage. Any expenditure made by the Assignee incurring such default on the Assignor's behalf, with interest thereon at the highest rate for which it is now lawful to contract, shall become part of the debt secured by these presents.

The full performance of said Mortgage and the duly recorded release or satisfaction of said Mortgage shall render this assignment void.

The net proceeds collected by the Assignee under the terms of this instrument shall be applied in reduction of the entire indebtedness from time to time outstanding and secured by said Mortgage.

This assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns, as well as any subsequent owner of the real estate described herein and any Assignee of the Mortgage referred to herein. Notwithstanding any provision herein to the contrary, this Assignment of Rents and Leases is intended to be an absolute assignment from Assignor to Assignee and not merely the passing of a security interest. The rents and leases are hereby assigned absolutely by Assignor to Assignee, contingent only upon the occurrence of default.

Signed, sealed and delivered in the presence of

Edin B. [Signature]
Assignor (Buyer)

Assignee (Seller)

By _____
Its

Attest: _____
Its Secretary

(CORPORATE SEAL)

Sworn to and subscribed before me this 28th day of December, 2016

Notary Public, State of my Commission expires: September 22, 2020

[Signature]



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EXHIBIT A - LEGAL DESCRIPTION

Lot 4, of Ingrams Survey of the SW 1/4 of the NE 1/4 of Section 31, Township 18 South, Range 1 West, more particularly described as follows;

Beginning at the center of said Section 31, Township 18 South, Range 1 West and run in a Northerly direction along the West boundary of the NE 1/4, which is the North and South median line of said Section, 165 feet for point of beginning of a lot herein described; run thence in an Easterly direction and parallel with the East and West median line of said Section 1288.2 feet to a public road; run thence in a Northerly direction along said road to a point which is 330 feet North of the East and West median line of said Section; run thence in a Westerly direction and parallel with the East and West median line of said Section 1281.4 feet to the North and South median line of said Section; run thence in a Southerly direction along said median line 165 feet to the point of beginning a/k/a Tract 4 of the Jessica Ingram Survey, as recorded in Map Book 3, page 54, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.



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