

THE STATE OF ALABAMA

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COUNTY OF SHELBY

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ABSOLUTE ASSIGNMENT OF RENTS

This Absolute Assignment of Rents ("Assignment") entered into on the ^{9th} day of November, 2017, by and between S & W REAL ESTATE, L.L.C., an Alabama limited liability company ("Assignor") and ANDERSON FAMILY TRUST an undivided 13.77% interest; CRF COMMERCIAL BRIDGE FUND II, LLC an undivided 17.35% interest; AMAL ABDU an undivided 6.89% interest; KRISTY L. EDWARDS an undivided 11.02% interest; SUNWEST TRUST FBO PETER BRENN IRA an undivided 6.89% interest; SUNWEST TRUST FBO TIMM DELEHANTY IRA an undivided 13.77% interest; THE YARMAN FAMILY TRUST an undivided 6.89% interest; MARC ANDREW BABCOCK an undivided 2.75% interest; PAUL MYCHALOWYCH an undivided 5.65% interest; SUNWEST TRUST FBO PAUL MYCHALOWYCH IRA an undivided 8.13% interest; and, WAFIK ABDU MD INC. PSP an undivided 6.89% interest with Copper River Funding, LLC, acting as Administrative Agent (collectively the "Assignee");

WITNESSETH:

ARTICLE I: DEFINITIONS

Section 1.1 - Parties. As used in this Assignment, the terms "Assignor" and "Assignee" mean the parties above-identified by such designation and their respective heirs, executors, administrators, successors and assigns. The preceding sentence shall not be interpreted to authorize any transfer which is otherwise prohibited by any agreement of such parties.

Section 2.1 - Other Definitions. As used in this Assignment, the terms hereafter set forth shall have the respective meanings hereafter indicated.

(A) **"Property"** means the land described below, together with all improvements presently or hereafter situated on such land, as follows:

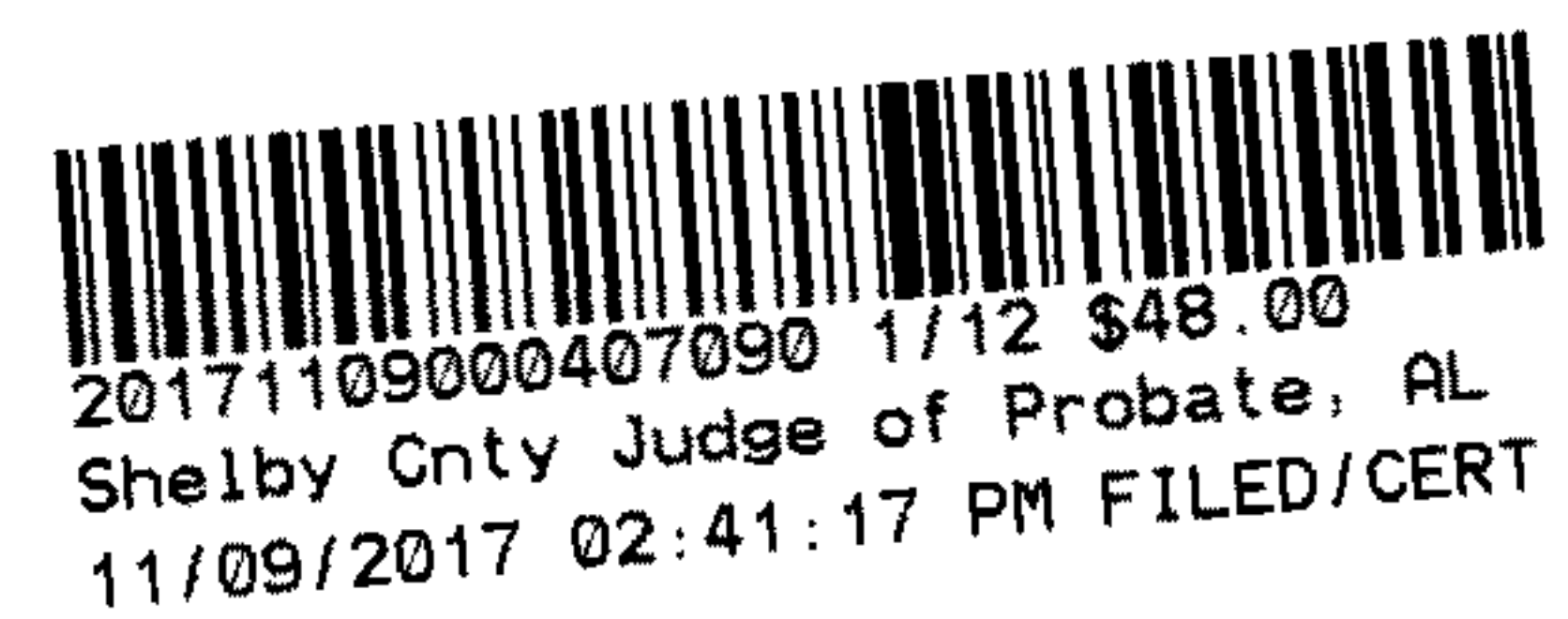
SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN.

(B) **"Leases"** means all present and future leases with respect to which the leased premises consist of any portion of the Property.

(C) **"Rents"** means all rent (including, without limitation, fixed rent, minimum rent and percentage rent, if any) and all other monetary amounts of every type (including, without limitation, damages for breach) which are from time to time payable by tenants (at the Property) to Assignor (as landlord) under the Leases or which are otherwise receivable by Assignor with respect to the Leases or Property and all of such previously mentioned sums which are from time to time payable by guarantors (of the obligations of tenants) to Assignor (as landlord) under the Leases and all amounts payable by tenants (and guarantors for tenants) to Assignor (as landlord) under the provisions of the Bankruptcy Code as amended from time to time.

(D) **"Note"** means that certain Promissory Note of even date herewith in the principal sum of \$1,452,000.00, executed by S & W REAL ESTATE, L.L.C., an Alabama limited liability company (sometimes referred to herein as the "Borrower"), as maker therein bearing interest and being payable to the order of Assignee, as payee in installments in accordance with the terms and provisions therein set forth.

(E) **"Security Documents"** means the following documents of even date herewith:



(i) Mortgage, Security Agreement and Financing Statement (the "Mortgage") of even date herewith executed by Borrower for the benefit of Lender, as beneficiary, creating a lien on the Property and containing a power of sale; (ii) Guarantee Agreements of even date herewith executed by **MARSHALL SCOTT RENEAU, DONNA WILLIAMS RENEAU** and **RENEAU, INC.**, an Alabama corporation for the benefit of Assignee; (iii) Security Agreement of even date herewith, executed by **S & W REAL ESTATE, L.L.C.**, an Alabama limited liability company for the benefit of Assignee; and, (iv) Absolute Assignment of Rents executed by Borrower for the benefit of Lender, creating a lien on the real property described therein.

(F) **"Indebtedness"** means all monetary amounts from time to time owing by Borrower to Assignee under the Note, and by Assignor to Assignee under this Assignment and under any one or more of the Security Documents including, without limitation, all, if any, amendments of this Assignment and all, if any, renewals, extensions, rearrangements and modifications of the Note and any of the Security Documents.

(G) **"Event of Default"** shall mean any Event of Default under the Mortgage after applicable grace period or notice and failure to cure after applicable cure period.

ARTICLE II: ASSIGNMENT

Section 2.1 - Absolute Assignment. For and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby absolutely assign, transfer, and set over to Assignee the Rents. To have and to hold the Rents to Assignee, and Assignor hereby binds itself and agrees to warrant and forever defend title to the rents unto Assignee against every person whomsoever lawfully claiming or to claim the same or any part of such Rents.

Section 2.2 - Incidents of Assignment. This Assignment is absolute, unconditional and immediately effective. This Assignment does not collaterally transfer the Rents to Assignee and does not grant Assignee a lien on the Rents; instead, this Assignment absolutely vests title to the Rents in Assignee and constitutes Assignee as the owner of the Rents in accordance with the terms and provisions of this Assignment. It shall never be necessary for Assignee to institute legal proceedings of any kind to enforce the provisions of this Assignment.

Section 2.3 - No Pro Tanto Payment. Recognizing that, pursuant to subsequent terms and provisions of this Assignment, the Rents are permitted to be paid to Assignor under the circumstances hereafter provided and that the Rents may never be paid to Assignee and recognizing also that by reason of the terms and provisions of the Leases including without limitation, those terms and provisions of the Leases providing for abatement of Rents, rights of termination of the Leases and other circumstances, and the possible occurrence of other events including possible insolvency of the tenants under the Leases, which may result in non-payment of the Rents, Assignor acknowledges and agrees that the execution and delivery of this Assignment absolutely transferring ownership of the Rents to Assignee does not constitute any nature of *pro tanto* payment of the Indebtedness to Assignee. In the case of Rents which may hereafter be paid to Assignor (pursuant to the subsequent provisions of this Assignment), such Rents will not constitute payment to Assignee (and hence will not be credited on the Indebtedness) unless and until such Rents are actually paid by Assignor to Assignee and applied by Assignee in such manner. In the case of Rents paid to Assignee by the tenants, such Rents will be *pro tanto* credited on the Indebtedness only to the extent, if any, that such Rents paid to Assignee are neither disbursed by Assignee to Assignor nor paid directly by Assignee for utilities, maintenance, repairs, taxes, assessments, insurance or other expenses relating to the Property.

ARTICLE III: COVENANTS, REPRESENTATIONS AND WARRANTIES OF ASSIGNOR

Section 3.1 - Covenants of Assignor. Assignor hereby unconditionally covenants and agrees as follows (any non-compliance by Assignor shall constitute an Event of Default and any attempt by Assignor to take any of the prohibited action hereafter described shall constitute an Event of Default and shall be void and of no effect):

(A) to observe, perform and discharge, diligently and punctually, all the obligations imposed upon the landlord under the Leases and not to do or permit to be done anything to impair the Leases or the Rents obligations or

any of the other obligations of the tenants under the Leases; and Assignor shall give prompt notice to Assignee of any failure on the part of the Assignor to observe, perform and discharge any of Assignor's obligations under this paragraph or under any other portion of this Assignment;

(B) except as required by prudent business judgment exercised by Assignor in good faith, not to receive or collect any of the Rents arising or accruing under any of the Leases or from the Property in advance of the calendar month next preceding the calendar month with respect to which such Rents are due and payable;

(C) except as required by prudent business judgment exercised by Assignor in good faith, not to grant any period of free rental or abated rental under any of the Leases;

(D) not to execute any assignment of the rights or interests of Assignor (as landlord) in the Leases without Assignee's prior written consent, such consent not to be unreasonably withheld or delayed, and not to execute any other assignment of rents (whether absolute or collateral) arising or accruing from the Leases or from the Property;

(E) not to subordinate any of the Leases to any of the Security Documents or any other mortgage or other encumbrance, or permit, consent or agree to such subordination without Assignee's prior written consent, such consent not to be unreasonably withheld or delayed.

(F) except as required by prudent business judgment exercised by Assignor in good faith, not to alter, modify or change the terms of any of the Leases (or the terms of any guaranty of any of the Leases) or give any consent or exercise any option required or permitted by such terms without the prior written consent of Assignee, such consent not to be unreasonably withheld or delayed, or cancel or terminate any of the Leases (or any guaranty of any of the Leases) or accept a surrender of any of the Leases or take or permit any action the effect of which is to result in a surrender of any Lease by operation of law;

(G) not to consent to any assignment of or subletting under any of the Leases, whether or not in accordance with their terms, without the prior written consent of Assignee, such consent not to be unreasonably withheld or delayed, and not to grant any renewal or extension option under any of the Leases or agree to the enlargement or diminution in size or relocation of the leased premises under any Lease without the prior written approval of Assignee;

(H) to execute and deliver at the request of Assignee all such further assurances and written instruments and take all such other action with respect to the Property as Assignee shall from time to time request in writing in order to carry out the purpose and intent of this Assignment;

(I) to enforce, in the name of Assignor (as landlord), and at the cost, expense and risk of Assignor, the performance of each and every obligation, term, covenant, condition and agreement in the Leases to be performed by any tenant, except as otherwise waived by Assignor as required by prudent business judgment exercised by Assignor; and Assignor (as landlord) shall appear in and defend any action or proceeding arising under, occurring out of or in any manner connected with the Leases or the obligations, duties or liabilities of Assignor (as landlord) and any tenant thereunder, and, upon request by Assignee, Assignor will do so in the name and on behalf of Assignee, but at the expense of the Assignor, and Assignor shall pay all costs and expenses of Assignee, including reasonable attorneys' fees and disbursements, in any action or proceeding in which Assignee may appear;

(J) except as deemed necessary and otherwise required by prudent business judgment exercised by Assignor, not to waive, excuse, discount, set-off, compromise or in any manner release or discharge any tenant under any Lease (or any guarantor for any such tenant) of and from any monetary or other obligations, covenants, conditions and agreements to be kept, observed and performed by such tenant (or guarantor for such tenant), including, without limitation, the obligation to pay Rents thereunder, in the manner and at the time and place specified therein; and

(K) not to incur any indebtedness to any tenant (or guarantor for any tenant) under any of the Leases unless each such tenant (or guarantor) contemporaneously expressly waives in writing any right to offset against (or recoupment of) any portion of such indebtedness from Rents.

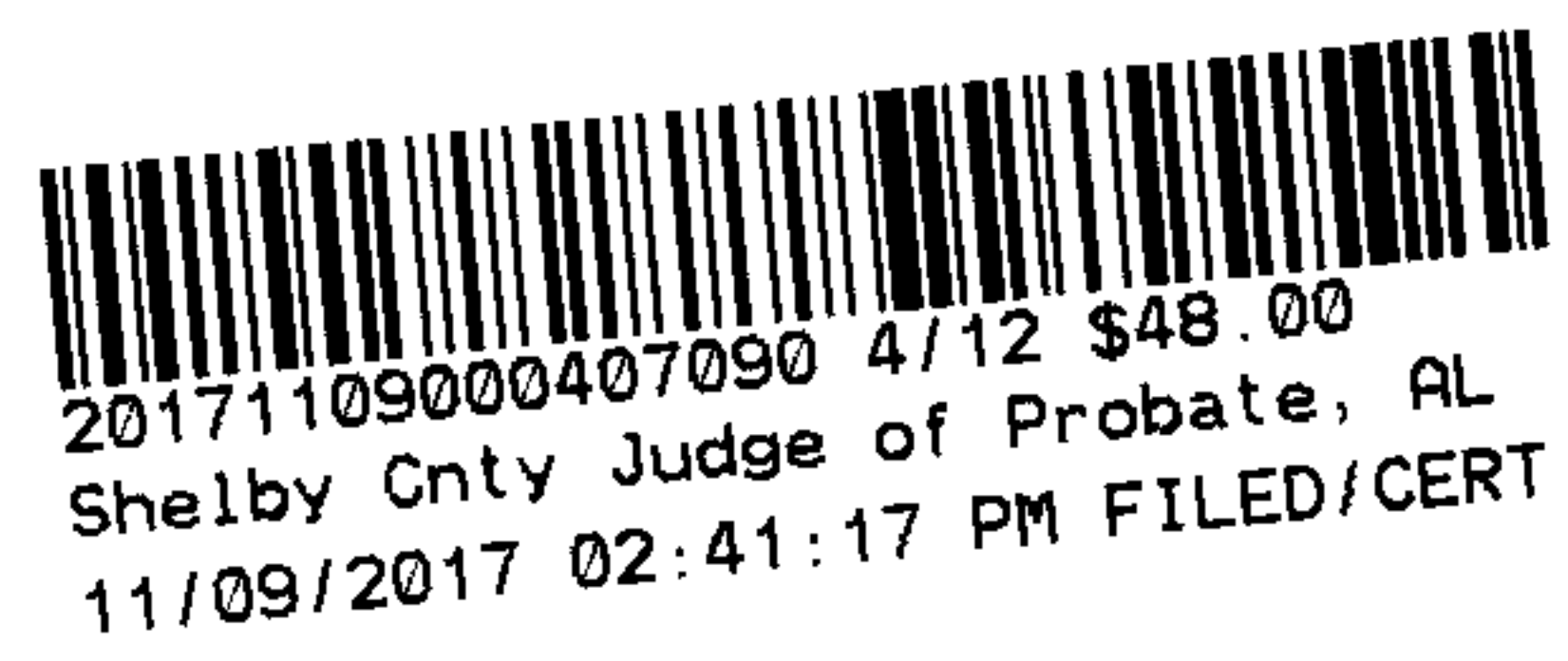
Section 3.2 - Representations and Warranties of Assignor. Assignor unconditionally represents and warrants to Assignee as follows:

- (A) Assignor is the sole owner of
- (i) the Property, and
 - (ii) the landlord's interest in the Leases;
- (B) Assignor has all of the requisite right, power and authority to absolutely assign the Rents to Assignee, and no other person, firm, corporation or entity has any right, title or interest in the Rents;
- (C) To the best of Assignor's knowledge, the Leases are valid and enforceable, in full force and effect and have not been altered, modified or amended in any manner whatsoever;
- (D) To the best of Assignor's knowledge, the tenants named in the Leases are not in default under any of the terms, covenants or conditions of the leases. Assignor has duly and punctually performed and shall at all times hereafter duly and punctually perform all and singular, the terms, covenants, conditions and warranties of the leases on the Assignor's part to be kept, observed and performed;
- (E) No Rents provided for under any of the Leases have been previously sold, assigned, transferred, mortgaged or pledged, and no Rents for any period subsequent to the date of this Assignment have been collected by Assignor or shall be collect by Assignor earlier than the calendar month next preceding the calendar month with respect to which such Rents are due and payable under the terms of any of the Leases; and
- (F) Except as required by prudent business judgment exercised by Assignor, no period of free or abated rental has been granted to any tenant under any of the Leases.

ARTICLE IV: TERMINABLE LICENSE OF ASSIGNOR TO COLLECT RENTS

Section 4.1 - Terminable License of Assignor. So long as there exists no Event of Default after applicable grace period or notice and failure to cure after applicable cure period, Assignor shall have and is hereby granted the license (the "License") to receive and collect all of the Rents. The Rents so received and collected by Assignor shall be deposited by Assignor in one or more accounts containing only the Rents so deposited in such accounts (plus any interest paid by the depository on the amount from time to time in such accounts). Such Rents (and interest, if any) shall not commingled with any other funds of Assignor and Assignor shall not deposit any other funds in such accounts other than the Rents. Assignor shall, at all times, keep Assignee advised in writing of the names and locations of each depository at which such accounts containing the Rents are maintained as well as the account number of each such account and, within seven (7) days following written notice from Assignee to Assignor, Assignor shall advise Assignee of the balance in each such account to the extent that such information may be requested by Assignee. As provided in Article III (entitled "Covenants, Representations and Warranties of Assignor") of this Assignment, Assignor shall not receive or collect any of the Rents arising or accruing under any of the Leases or from the Property in advance of the calendar month next preceding the calendar month with respect to which such Rents are due and payable under the terms of any of the Leases. Assignor acknowledges and agrees that the License does not negate or otherwise affect the status of this Assignment as being an absolute assignment fully transferring to Assignee title to the Rents.

Section 4.2 - Trust Fund. All of the Rents so received or collected by Assignor pursuant to the License hereby granted pursuant to Section 4.1 hereof shall constitute a trust fund held by Assignor for the benefit of Assignee; and the entirety of the Rents constituting such trust fund shall be utilized by Assignor for payment of the Indebtedness, for timely payment of taxes and assessments on the Property before the accrual of any penalty or interest with respect thereto, for payment of premiums on insurance required under the Security Documents, for payment of the costs of maintenance and repairs with respect to the Property, for fulfillment of Assignor's other obligations under the Security Documents and for fulfillment of Assignor's obligations (as landlord) under the Leases, all of such previously stated obligations of Assignor to be fulfilled by Assignor (in such order of priority as Assignee may from time to time direct) prior to Assignor's utilization of the Rents for any other purpose whatsoever. In all matters relating to the Rents, Assignor owes to Assignee the highest degree of loyalty and legal fiduciary responsibility recognized by law.



Section 4.3 - Automatic Termination of Assignor's License. Upon the occurrence of any Event of Default after applicable grace period or notice and failure to cure after applicable cure period, the aforesaid License of Assignor under Section 4.1 of this Agreement shall, *ipso facto*, automatically terminate without the necessity that Assignee give Assignor any nature of notice or institute against Assignor any nature of legal proceedings or take any other action. Upon the occurrence of any such Event of Default after applicable grace period or notice and failure to cure after applicable cure period, and the resulting automatic termination of such License and upon written notice to Assignor, unless Assignee gives Assignor notice to the contrary (a matter within the sole discretion of Assignee), all Rents thereafter received by Assignor shall, in their entirety, be promptly paid over by Assignor to Assignee and Assignee may exercise any and all legal and equitable remedies including, without limitation the remedies provided from under Article V of this Assignment. Under no circumstances, however, does Assignee's legal ownership of the Rents depend upon the occurrence of any such Event of Default or the resulting automatic termination of Assignor's license or the giving of notice by Assignee or the filing of any lawsuit or the taking of any other action whatsoever by Assignee, it being the agreement and intention of Assignor and Assignee that this Assignment is absolute (not collateral) and immediately vests ownership of the Rents in Assignee.

Section 4.4 - Impact on Tenants of Termination of Assignor's License. Notwithstanding any of the other terms or provisions of this Assignment, until receipt from Assignee of written notice of the occurrence of any Event of Default, each tenant may pay rentals directly to Assignor. Upon receipt by any tenant under the Leases, however, of written notice from assignee that an Event of Default has occurred, irrespective of whether Assignor contests the occurrence or existence of such Event of Default or contests Assignee's entitlement to receive the Rents, each such tenant under the Leases is hereby authorized and directed and required to pay directly to Assignee all Rents accruing after the date of the Event of Default stated in such written notice from Assignee (irrespective of any contrary provision of the lease to such tenant or any other circumstances whatsoever); and the receipt by Assignee of Rents shall constitute a release of each tenant paying such Rents to the extent of the amounts so paid to Assignee by such tenant. The written notice from Assignee to tenants referred to in this Section 4.4 is intended solely for the benefit of each tenant and shall never inure to the benefit of Assignor or any party claiming through or under Assignor. The receipt by a tenant of any such written notice from Assignee constitutes full authorization and mandate for such tenant to make all future payment of Rents directly to Assignee and each tenant paying such future Rents to Assignee after such notice for any Rents so paid to Assignee by such tenant. In the event that any tenant receiving any such notice from Assignee does not timely pay such future Rents to Assignee, whether on account of continued payment of such Rents by such tenant to Assignor or withholding of such Rents by such tenant or such tenant's paying such rents into the registry of the court in connection with an interpleader or other action or any other non-payment of such Rents to Assignee by any tenant, such tenant will be liable to Assignee for the Rents not so paid to Assignee plus costs of court plus attorneys' fees of Assignee. Whenever reasonably requested by Assignee, but no more often than annually, Assignor shall promptly notify each tenant of this Assignment, that Assignee has, nevertheless, subject to the terms and provisions of this Assignment, granted Assignor a revocable (by Assignee) license to collect the Rents so long as there is no Event of Default and containing the other terms and provisions hereinabove set forth in this Section 4.4.

Assignor agrees that the provisions of this Section 4.4 shall be contained in each Lease hereafter executed by Assignor (as landlord) and by a tenant.

Section 4.5 - Application of Rents by Assignee Prior to Foreclosure. All Rents received by Assignee for any period prior to Assignee's foreclosure on the Property or acceptance of a deed to the Property in lieu of foreclosure shall continue to constitute the property of Assignee and shall be applied by Assignee (in such order as Assignee may from time to time determine) to the payment of (a) all expenses of managing the Property including, but not limited to, salaries, fees, and other payments to a manager of the Property and/or such other personnel as Assignee may deem necessary or desirable; (b) all expenses of preserving, maintaining and operating the Property including, without limitation, all taxes, assessments, utility charges, insurance premiums, repairs, renovations, alterations and replacements; (c) all expenses incurred by Assignee incident to exercise of Assignee's rights under this Assignment and Assignee's rights under any of the Security Documents; and (d) payment of the Indebtedness and performance of all of Assignor's other obligations under the Security Documents.

ARTICLE V: REMEDIES

Section 5.1 - Remedies. Assignor expressly acknowledges and agrees that upon or at any time after the occurrence of an Event of Default after applicable grace period or notice and failure to cure after applicable cure period, Assignee's right, title and interest in and to the Leases and Rents shall be and remain absolute and inviolate in accordance with the provisions of this Assignment. Moreover, without limiting, altering, affecting or impairing in any manner or to any extent the absolute right, title and interest of Assignee as provided herein, upon the occurrence of such an Event of Default, Assignee shall have the complete right, power and authority hereunder, then or thereafter, to exercise and enforce any or all of the following rights and remedies:

(A) Upon written notice to Assignor, to terminate the License and then and thereafter, without taking possession of the Property, in Assignor's own name, to demand, collect, receive, sue for, attach and levy on the Rents and give proper receipts, releases and acquittances therefor, and after deducting all necessary and proper costs and expenses of operation of the Property and collection as determined by Assignee, including attorneys' fees, and apply the net proceeds thereof, together with any funds of Assignor deposited with Assignee, in reduction or repayment of the Indebtedness and fulfillment of Assignor's other covenants, duties and obligations under this Agreement and under the Security Documents in such order or priority as Assignee may, in its sole discretion, determine; and

(B) After applicable grace period or notice and failure to cure after applicable cure period, to declare the unpaid principal balance on the Note, the unpaid accrued interest and any other accrued but unpaid portion of the Indebtedness immediately due and payable without any further notice of default, demand or action of any nature whatsoever whereupon the same shall become immediately due and payable and, at Assignee's option, exercise all of the rights and remedies contained in the Security Documents.

Section 5.2 - Exculpation of Assignee. The acceptance by Assignee of this Assignment, and the exercise by Assignee of any of the rights, powers, privileges and authority provided under this Agreement, shall not, prior to action (if any) by Assignee in entering upon and taking possession of the Property, be deemed or construed to constitute Assignee a "mortgagee in possession", or thereafter or at any time or in any event obligate Assignee to appear in or defend any action or proceeding relating to the Leases, the Rents or the Property or to take any action hereunder or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability of Assignor (as landlord) under any Lease or to assume any obligation or responsibility for any security deposits or other deposits delivered to Assignor by any tenant which were not actually delivered by Assignor to Assignee, nor shall Assignee be liable in any way for any injury or damage to persons or property sustained by any person, entity, firm or corporation in or about the Property.

Section 5.3 - No Waiver or Election of Remedies.

(A) **No Waiver.** Neither the collection of the Rents by Assignee nor application of the Rents by Assignee as provided for in this Assignment shall be deemed to cure or waive any Event of Default or waive, modify or affect any notice of default under any of the Security Documents or invalidate any act done pursuant to any such notice. The enforcement of any such right or remedy by Assignee, once exercised, shall continue for so long as Assignee shall elect, notwithstanding that the collection and application of the Rents may have cured the prior Event of Default. If Assignee shall thereafter elect to discontinue the exercise of any such right or remedy, the same or any other right or remedy under this Agreement may be reasserted at any time and from time to time following any subsequent Event of Default.

(B) **Election of Remedies.** The failure of Assignee to assert any of the terms, covenants and conditions of this Assignment for any period of time or at any time or times shall not be construed or deemed to be a waiver of any such right, and nothing contained in this Agreement nor anything done or omitted to be done by Assignee pursuant to this Assignment shall be deemed to be an election of remedies or a waiver by Assignee of any of its rights and remedies under any of the Security Documents or under the law. The right of Assignee to collect and enforce the payment of the Indebtedness may be exercised by the Assignee either prior to or simultaneously with or subsequent to any action taken under this Assignment.

Section 5.4 - Indemnification by Assignor. Assignor hereby agrees to indemnify and hold Assignee free and harmless from and against any and all liability, loss, cost, damage or expense which Assignee may incur under or by reason of this Assignment, or by reason of any action taken by Assignee hereunder, or by reason of or in defense of any and all claims and demands whatsoever which may be asserted against Assignee arising out of the Leases, including specifically, but without limitation, any claim by any tenant of credit for Rents paid to and received by Assignor,

but not delivered to Assignee, for any period under any Lease earlier than the calendar month next preceding the calendar month with respect to which such Rents payment is due. In the event Assignee incurs any such liability, loss, cost, damage or expense, the amount thereof including attorneys' fees shall be payable by Assignor to Assignee immediately, without demand, and shall be secured by all the security for the payment and performance of the Indebtedness.

ARTICLE VI: MISCELLANEOUS

Section 6.1 - Possible Inconsistency Between Assignment and Other Documents. Notwithstanding that the Note or any of the Security Documents may indicate the transfer of Rents by Assignor to Assignee to be a pledge or a collateral assignment or assignment which is made as security or as further security for the payment or performance of some monetary or other obligation of Assignor, such provisions are not controlling and are intended to be and are hereby superseded by the provisions of this Assignment indicating that the assignment of Rents is an absolute assignment of Rents passing ownership of the Rents to Assignee subject to the terms and provisions of this Assignment.

Section 6.2 - Effect of this Assignment as a Severance. This Assignment effects a severance of the Rents, and, accordingly, Assignor's future collection of the Rents pursuant to the License granted under this Assignment does not impair the prior severance of such Rents arising by reason of the provisions of this Assignment. Assignee is expressly authorized to transfer title to the Rents by an assignment of such Rents to a separate assignment instrument and, similarly, Assignee is expressly authorized to transfer title to the Rents, in the case of a deed in lieu of foreclosure, either pursuant to and as a part of the terms and provisions of such deed or under a separate assignment instrument. If, after an Event of Default, but prior to any such foreclosure or deed in lieu of foreclosure, Assignor has received any of the Rents applicable to any period after such Event of Default but collected by Assignor prior to (or contemporaneous with) such Event of Default, the entirety of the Rents applicable to any period after such Event of Default are immediately due and payable by Assignor to Assignee.

Section 6.3 - Termination of Assignment. Upon payment in full of the Indebtedness, performance of all of the covenants, duties and obligations of Assignor under the Security Documents and performance of all of the covenants, duties and obligations of Assignor under this Assignment, this Assignment shall be and become void and of no effect and, upon request of Assignor, Assignee shall promptly execute and deliver to Assignor an instrument under which Assignee releases its rights under this Assignment and sets forth the consent of Assignee to each tenant's future payment of Rents to Assignor.

Section 6.4 - Non-Merger. So long as any of the Indebtedness remains unpaid and so long as any of the covenants, duties and obligations of Assignor under any of the Security Documents or under this Assignment have not been performed, unless Assignee otherwise consents in writing, the fee and leasehold estates in and to the Property and any portion thereof shall not merge, but shall always remain separate and distinct, notwithstanding the union of such estates (without implying Assignee's consent to any such union) either in Assignor, Assignee, any tenant or in any third party by purchase or otherwise.

Section 6.5 - Non-Liability of Assignee for Performance of Duties of Assignor Under Leases. Notwithstanding any of the other terms or provisions of this Assignment or the Note or any of the Security Documents, Assignee has not assumed or agreed to perform and shall not be obligated to perform any of the covenants, duties or obligations of Assignor (as landlord) under any of the Leases.

Section 6.6 - Notices. Any notice provided to be given or desired to be given by either party to the other pursuant to this Assignment is required to be in writing and transmitted either by U.S. Mail, Registered or Certified, adequate postage prepaid, by hand delivery (with receipt for delivery signed on behalf of the recipient) or by delivery via Federal Express or other recognized overnight courier service (with receipt for delivery signed on behalf of the recipient), any such notice to be transmitted by the sender to the intended recipient at the addresses hereinafter set forth (or hereafter designated as provided in this Section):

- (A) **Address of Assignor:** 4601 Highway 31, Suite C
Calera, AL 35040
- (B) **Address of Assignee:** 1070 Riverwalk Drive, Suite 257
Idaho Falls, ID 83402

Assignor and Assignee may change their respective addresses for purposes of receipt of notices by giving notice to the other party in accordance with the preceding provisions.

Section 6.7 - Captions. Titles and headings appearing in this Assignment are intended solely for means of reference and are not intended to modify any of the provisions of this Assignment.

Section 6.8 - Severability. If any of the provisions of this Assignment and the application thereof in any circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Assignment shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by applicable law.

Section 6.9 - Entire Agreement. This Assignment constitutes the entire agreement between Assignor and Assignee with respect to the subject matter of this Assignment and may not be modified or amended in any manner except by a writing executed by Assignor and Assignee and delivered.

Section 6.10 - Time of Essence. Time is of the essence with respect to all of the terms and provisions of this Assignment.

Section 6.11 - Governing Law. The rights of the parties under this Assignment and all matters relating to the validity, interpretation and enforcement of the provisions of this Assignment shall be governed by and determined under the internal local law of the state of ALABAMA not including any choice of law rule of ALABAMA law which makes applicable the law of some other jurisdiction for any of such purposes.

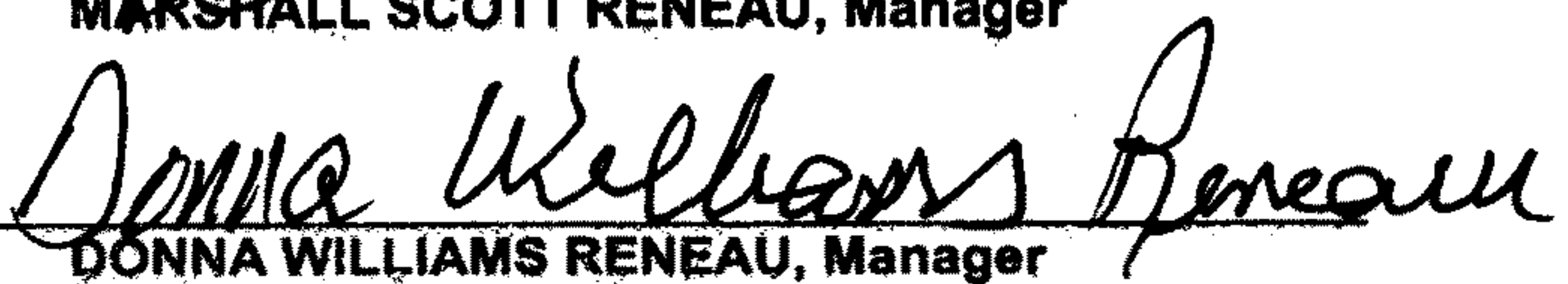
Section 6.12 - Document Retention and Imaging. The undersigned understands and agrees that (i) Assignee's document retention policy may involve the imaging of executed loan documents and other miscellaneous documents, papers, reports and other correspondence, and the destruction of the paper originals, and (ii) the undersigned waives any right that it may have to claim that the imaged copies of the loan documents and other miscellaneous documents, papers and other correspondence related thereto are not originals.

EXECUTED on this the 7th day of November, 2017.

ASSIGNOR:

S & W REAL ESTATE, L.L.C., an Alabama limited liability company

By: 
MARSHALL SCOTT RNEAU, Manager

By: 
DONNA WILLIAMS RNEAU, Manager


THE STATE OF ALABAMA


COUNTY OF Jefferson

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Before me, the undersigned authority, a Notary Public in and for the State and County, personally appeared **MARSHALL SCOTT RNEAU**, the **Manager** of **S & W REAL ESTATE, L.L.C., an Alabama limited liability company**, whose name is signed to the foregoing instrument, and who is known to me, who after by me first being duly sworn on oath did depose and say that being informed of the contents of said instrument, she executed the same voluntarily and with full power and authority to act on behalf of said limited liability company, on the day the same bears date.

Given under my hand and seal this the 7th day of November, 2017.


20171109000407090 8/12 \$48.00
Shelby Cnty Judge of Probate, AL
11/09/2017 02:41:17 PM FILED/CERT


Notary Public, State of THE STATE OF ALABAMA
My Commission Expires:

Edward Vaughn McWilliams
Notary Public, Alabama State At Large
My Commission Expires Nov. 30, 2019

THE STATE OF ALABAMA

COUNTY OF

Tefferson

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Before me, the undersigned authority, a Notary Public in and for the State and County, personally appeared **DONNA WILLIAMS RENEAU**, the **Manager** of **S & W REAL ESTATE, L.L.C.**, an **Alabama limited liability company**, whose name is signed to the foregoing instrument, and who is known to me, who after by me first being duly sworn on oath did depose and say that being informed of the contents of said instrument, she executed the same voluntarily and with full power and authority to act on behalf of said limited liability company, on the day the same bears date.

Given under my hand and seal this the 7th day of November, 2017.


Notary Public, State of ~~THE STATE OF ALABAMA~~
My Commission Expires

Edward Vaughn McWilliams
Notary Public, Alabama State At Large
My Commission Expires Nov. 30, 2019

Prepared by and After Recording Return to:
Copper River Funding, LLC
1931 Humble Place Dr, Suite 205
Humble, Texas 77338
Attn: Tim Stamps



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Exhibit "A"
Property Description



20171109000407090 10/12 \$48.00
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TRACT 1: SHELBY COUNTY, ALABAMA

A PORTION OF LOT 32, BLOCK 19, OF THE ORIGINAL MAP OF MONTEVALLO IN THE SE ¼ OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 3 WEST, IN SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWEST SIDE OF THE NORTH BOUNDARY STREET WITH THE SOUTHEAST SIDE OF MAIN STREET: THENCE RUN IN A SOUTHWESTERLY DIRECTION ALONG THE LINE OF MAIN STREET FOR A DISTANCE OF 171.11 FEET TO A POINT OF BEGINNING OF THE LAND HEREBY CONVEYED; THENCE TURN LEFT 90 DEGREES 00 MINUTES IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 125 FEET; THENCE TURN RIGHT 90 DEGREES 00 MINUTES IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 50 FEET; THENCE TURN RIGHT 90 DEGREES 00 MINUTES IN A NORTHWESTERLY DIRECTION TO THE LINE OF MAIN STREET FOR A DISTANCE OF 125 FEET; THENCE TURN RIGHT ALONG THE LINE OF MAIN STREET FOR A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING AND UPON WHICH THERE IS SITUATED PARTS OF A BRICK BUILDING FORMERLY OWNED BY GEORGE KROELL; SAID LAND BEING A PORTION OF LOT NO. 32, ACCORDING TO THE ORIGINAL PLAN OF THE TOWN OF MONTEVALLO, ALABAMA, BEING THE SAME PROPERTY DESCRIBED IN DEED OF JA BROWN AND WIFE, ANNIE JO BROWN, TO N. JOE KLOTZMAN, DATED APRIL 30, 1948, RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, IN DEED BOOK 132 PAGE 246. BEING SITUATED IN SHELBY COUNTY, ALABAMA.

EASEMENT I: AN EASEMENT APPURTENANT FOR INGRESS AND EGRESS IS GRANTED OVER A PART OF LOT 32, BLOCK 19 ACCORDING TO THE ORIGINAL PLAN OF THE TOWN OF MONTEVALLO, IN THE SE ¼ OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 4 WEST, SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SE CORNER OF THE ABOVE DESCRIBED PROPERTY, AS THE POINT OF BEGINNING, PROCEED NORTHEASTERLY ALONG THE SE LINE OF SAID PROPERTY FOR A DISTANCE OF 10 FEET; THENCE TURN RIGHT AND RUN SOUTHEASTERLY AND PARALLEL TO THE SW LINE OF SAID LOT 32 FOR A DISTANCE OF 175 FEET, MORE OR LESS, TO THE NW RIGHT OF WAY OF ISLAND STREET; THENCE RUN SOUTHWESTERLY ALONG SAID ISLAND STREET RIGHT OF WAY FOR 10 FEET TO THE SE CORNER OF SAID LOT 32; THENCE RUN NORTHWESTERLY ALONG THE SW BOUNDARY OF SAID LOT 32 BACK TO THE POINT OF BEGINNING, BEING SITUATED IN SHELBY COUNTY, ALABAMA.

EASEMENT II: AN EASEMENT APPURTENANT FOR SEWER AND UNDERGROUND UTILITY USAGE ONLY, WHICH SUPPLEMENTS EASEMENT I HEREIN GRANTED BY SAID GRANTORS TO SAID GRANTEE, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PART OF LOT 32, BLOCK 19 ACCORDING TO THE ORIGINAL PLAN OF THE TOWN OF MONTEVALLO, IN THE SE ¼ OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 4 WEST, SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE SE CORNER OF THE ABOVE DESCRIBED PROPERTY, AS THE POINT OF BEGINNING, PROCEED NORTHEASTERLY ALONG THE SE LINE OF SAID PROPERTY FOR A DISTANCE OF 10 FEET; THENCE TURN RIGHT AND RUN SOUTHEASTERLY AND PARALLEL TO THE SW LINE OF SAID LOT 32 FOR A DISTANCE OF 175 FEET, MORE OR LESS, TO THE NW RIGHT-OF-WAY OF ISLAND STREET; THENCE RUN SOUTHWESTERLY ALONG SAID ISLAND STREET RIGHT OF WAY FOR 10 FEET TO THE SE CORNER OF SAID LOT 32; THENCE RUN NORTHWESTERLY ALONG THE SW BOUNDARY OF SAID LOT 32 BACK TO THE POINT OF BEGINNING, BEING SITUATED IN SHELBY COUNTY, ALABAMA.

TRACT 3: SHELBY COUNTY, ALABAMA

PARCEL II:

COMMENCE AT THE NW CORNER OF THE NE ¼ OF NW ¼ OF SECTION 26, TOWNSHIP 21 SOUTH, RANGE 1 WEST; THENCE RUN SOUTH ALONG THE WEST LINE OF SAID ¼ - ¼ SECTION A DISTANCE OF 1238.19 FEET TO THE SOUTH R.O.W. LINE OF ALABAMA STATE HIGHWAY 70; THENCE TURN AN ANGLE OF 99 DEGREES 12 MINUTES TO THE LEFT AND RUN ALONG SAID R.O.W. LINE A DISTANCE OF 657.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE IN THE SAME DIRECTION ALONG SAID R.O.W. LINE A DISTANCE OF 105.00 FEET; THENCE TURN AN ANGLE OF 100 DEGREES 49 MINUTES TO THE RIGHT AND RUN A DISTANCE OF 186.80 FEET; THENCE TURN AN ANGLE OF 83 DEGREES 45 MINUTES TO THE RIGHT AND RUN A DISTANCE OF 103.42 FEET; THENCE TURN AN ANGLE OF 96 DEGREES 15 MINUTES TO THE RIGHT AND RUN A DISTANCE OF 178.40 FEET TO THE POINT OF BEGINNING. SITUATED IN THE E ½ OF THE NW ¼ OF SECTION 26, TOWNSHIP 21 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA.



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TRACT 4: SHELBY COUNTY, ALABAMA

A PARCEL OF LAND IN THE SW¼ OF THE NE¼ OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 2 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF TRACTS OF THE CSX TRANSPORTATION RAILROAD MAIN LINE AND THE NORTHFOLK SOUTHERN RAILROAD MAIN LINE IN THE TOWN OF CALERA, ALABAMA AND RUN THENCE WESTERLY ALONG THE CENTERLINE OF SAID NORTHFOLK SOUTHERN TRACT A DISTANCE OF 559.51 FEET TO THE INTERSECTION OF SAID TRACT WITH THE CENTERLINE OF HIGHWAY NO. 31; THENCE TURN 119 DEGREES 59 MINUTES 40 SECONDS RIGHT AND RUN NORTHERLY ALONG THE CENTERLINE OF SAID HIGHWAY 31 A DISTANCE OF 645.19 FEET TO A POINT; THENCE TURN 89 DEGREES 59 MINUTES 44 SECONDS RIGHT AND RUN EASTERLY A DISTANCE OF 39.83 FEET TO A STEEL PIN CORNER AND THE POINT OF BEGINNING OF THE PROPERTY BEING DESCRIBED; THENCE CONTINUE ALONG LAST DESCRIBED COURSE A DISTANCE OF 173.03 FEET TO A STEEL PIN CORNER ON THE WEST RIGHT OF WAY LINE OF THE CSX RAILROAD SPUR LING RIGHT OF WAY IN A CURVE TO THE LEFT; THENCE TURN 114 DEGREES 59 MINUTES 06 SECONDS RIGHT TO CHORD AND RUN SOUTHWESTERLY ALONG THE CHORD OF SAID CURVE A CHORD DISTANCE OF 235.00 FEET TO A STEEL PIN CORNER ON THE SAME SAID WEST LINE OF SAME SAID RIGHT OF WAY THENCE TURN 60 DEGREES 11 MINUTES 13 SECONDS RIGHT FROM CHORD AND RUN WESTERLY A DISTANCE OF 81.55 FEET TO A STEEL PIN CORNER OF THE EAST MARGIN OF HIGHWAY NO. 31; THENCE TURN 96 DEGREES 46 MINUTES 49 SECONDS RIGHT AND RUN NORTHERLY ALONG SAID MARGIN OF SAID HIGHWAY A DISTANCE OF 220.00 FEET TO THE POINT OF BEGINNING; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

TRACT 6: SHELBY COUNTY, ALABAMA

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA; THENCE NORTH 75 DEGREES 48 MINUTES 41 SECONDS WEST A DISTANCE OF 2079.16 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 59 MINUTES 53 SECONDS WEST A DISTANCE OF 106.56 FEET TO THE EASTERLY RIGHT OF WAY OF U.S. HIGHWAY 31; THENCE NORTH 23 DEGREES 11 MINUTES 7 SECONDS WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 130.39 FEET; THENCE NORTH 27 DEGREES 0 MINUTES 43 SECONDS WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 160.85 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 13 SECONDS EAST AND LEAVING SAID RIGHT OF WAY A DISTANCE OF 230.94 FEET; THENCE SOUTH 0 DEGREES 0 MINUTES 7 SECONDS EAST A DISTANCE OF 263.28 FEET TO THE POINT OF BEGINNING. SITUATED IN SHELBY COUNTY, ALABAMA.

