

20210106000008490
01/06/2021 08:25:34 AM
ASSIGN 1/18

County Division Code: AL039 Inst. # 2021001005 Pages: 1 of 18 I certify this instrument filed on: 1/5/2021 9:35 AM
Doc: XFRL Judge of Probate Jefferson County, AL Rec: \$67.00
Clerk: CSBESS

This Assignment of Leases is for additional security to secure a Promissory Note which is also secured by a Mortgage and Security Agreement recorded concurrently herewith.

This instrument prepared by,
and after recordation should
be returned to:

Stephen P. Leara, Esq.
Galloway, Scott & Hancock, LLC
2200 Woodcrest Place
Suite 310
Birmingham, Alabama 35209
(205) 949-5580

ASSIGNMENT OF LEASES, RENTS AND PROFITS

This Assignment is made this 29th day of December 2020, by **BARP NOVEMBER 2015, LLC**, a Delaware limited liability company ("Assignor"), whose address is 9 Office Park Circle, No. 215, Birmingham, AL 35223, to **SOUTHPOINT BANK**, an Alabama state banking corporation ("Assignee"), whose address is 3501 Grandview Parkway, Birmingham, Alabama 35243.

WITNESSETH:

WHEREAS, Assignor has executed and delivered to Assignee a Promissory Note (hereinafter, together with all amendments thereto and any extensions, renewals, modifications, substitutions and/or increases thereof, called the "Note") in the principal sum of FIVE MILLION, FIFTY-ONE THOUSAND, SIXTY AND NO/100 DOLLARS (\$5,051,060.00) of even date herewith and, as security for the payment of the Note, Assignor has executed and delivered to Assignee a Mortgage and Security Agreement (hereinafter, together with all amendments thereto and modifications thereof, called the "Mortgage") of even date herewith covering certain real property located in Jefferson and Shelby Counties, State of Alabama, and more particularly described in Exhibit "A" which is attached hereto and incorporated by reference herein, together with all buildings, improvements and other property more particularly described in the Mortgage, and all fixtures, furnishings, machinery, equipment and other tangible property now owned or hereafter acquired by Assignor and located on or used in connection with such real property (all of which real and personal properties are hereinafter called the "Mortgaged Property"). The Mortgage and all other agreements now or hereafter evidencing, governing or securing the loan evidenced by the Note are hereinafter collectively called the "Security Instruments" and singularly called a "Security Instrument"; and

WHEREAS, in connection with the loan evidenced by the Note, Assignee has required that Assignor assign to Assignee all of Assignor's right, title and interest in, to and under

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any and all leases or subleases, whether written or oral (hereinafter collectively referred to as the "Leases" and singularly as a "Lease"), now or hereafter in existence and as amended or supplemented from time to time and covering space in or applicable to the Mortgaged Property, including without limitation the Leases, if any, listed in Exhibit "B", which is attached hereto and incorporated by reference herein, and Assignor desires and intends by this instrument to assign to Assignee all of Assignor's right, title and interest in, to and under the Leases.

NOW THEREFORE, in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to provide a direct and continuing source of payment of the principal of, and interest on, the Note, all other sums, with interest thereon, becoming due and payable to Assignee under the provisions of the Note and the Security Instruments, and to ensure the performance and observance by Assignor of each and every term, covenant, agreement and condition contained in the Note and in the Security Instruments, Assignor agrees as follows:

1. GRANTING CLAUSE. Assignor does hereby sell, assign, transfer and set over unto Assignee, its successors and assigns, all of the right, title and interest of Assignor in, to and under the Leases, together with all rents, earnings, income, profits, benefits, security deposits and advantages arising from the Mortgaged Property or from the Leases and all other sums due or to become due under and pursuant thereto and together with any and all guarantees of or under any of the Leases, and together with all rights, powers, privileges, options and other benefits of Assignor as lessor under the Leases, including without limitation the immediate and continuing right to receive and collect all rents, income, revenues, issues, profits, condemnation awards, insurance proceeds, moneys and security payable or receivable under the Leases or pursuant to any of the provisions thereof whether as rent or otherwise, and whether paid or accruing before or after the filing by or against Assignor of any petition for relief under 11 U.S.C. §101 *et. seq.*; the right to accept or reject any offer made by any tenant pursuant to its Lease to purchase the Mortgaged Property and any other property subject to the Lease as therein provided and to perform all other necessary or appropriate acts with respect to such purchases as agent and attorney-in-fact for Assignor, and the right to make all waivers and agreements, to give and receive all notices, consents and releases, to take such action upon the happening of a default under any Lease, including the commencement, conduct and consummation of proceedings at law or in equity as shall be permitted under any provision of any Lease or by any law, and to do any and all other things whatsoever which the Assignor is or may become entitled to do under any such Lease. This Assignment is made by Assignor to provide a direct and continuing source of payment (currently and in the future) of the indebtedness evidenced by the Note, and this instrument constitutes an absolute, unconditional and presently effective assignment of the rents arising from the Mortgaged Property. Notwithstanding the provisions of this Paragraph 1, so long as there shall exist no default in the performance of any obligation, covenant or agreement herein contained or in the Note, the Leases or any of the Security Instruments, or until Assignee otherwise shall revoke the license granted hereby, Assignee hereby grants to Assignor a license to collect and receive all rents, issues, profits and other sums under and by virtue of any Lease (but only as the same become due under the provisions of such Lease) and Assignor shall apply the funds so collected first to the payment of all sums payable by Assignor to Assignee pursuant to the terms of the Note and to the payment of all other indebtedness secured by any of the Security Instruments, and thereafter, so long as no Event of Default under the Note or any of the Security Instruments has occurred, the balance shall

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be distributed to the account of Assignor. During the continuance of a default under the Note or any of the Security Instruments, the license granted to Assignor herein shall be automatically revoked. It shall not be necessary for Assignee to institute legal proceedings of any kind whatsoever to enforce the provisions of this Assignment.

2. TERMINATION OF OTHER LIEN AGREEMENTS. This Assignment shall remain in full force and effect until: (a) the payment in full of all principal, interest (including but not limited to accrued and deferred interest) and premium, if any, on the Note; (b) the payment in full of all other sums, with interest thereon, due and payable to Assignee under the provisions hereof, of the Note and the Security Instruments, and (c) the performance and observance by Assignor of all of the terms, covenants and conditions to be performed or observed by Assignor under the Note and the Security Instruments.

3. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES. Assignor represents, warrants, covenants and agrees that: (a) Assignor has good right and authority to make this Assignment; (b) Assignor has not heretofore alienated, assigned, pledged or otherwise disposed of or encumbered the Leases or any of the sums due or to become due thereunder and Assignor has not performed any acts or executed any other instruments which might prevent Assignee from operating under any of the terms and conditions of this Assignment or which would limit Assignee in such operation; (c) Assignor has not accepted or collected rent or any other payments under any Lease in advance of the time when the same shall become due under the terms of said Lease; (d) Exhibit "B" attached hereto is a true, correct and complete list of all Leases existing as of the date hereof and the Schedules to Exhibit "B" are true and correct copies of such Leases with all amendments and modifications thereto; (e) Assignor has not executed or granted any amendment or modification whatever of any of the Leases, either orally or in writing, except as has been disclosed in writing to Assignee; (f) there is no default under any of the Leases now existing and no event has occurred and is continuing which, with the lapse of time or the giving of notice or both, would constitute an event of default under any of the Leases; (g) Assignor will observe, perform and discharge, duly and punctually, all and singular the obligations, terms, covenants, conditions and warranties of the Note, this Assignment or any of the Security Instruments and any Lease, on the part of the Assignor to be kept, observed and performed; (h) Assignor will enforce the performance of each and every obligation, term, covenant, condition and agreement in said Leases to be performed by any tenant; (i) Assignor will 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 or any tenant thereunder and upon request by Assignee will do so in the name and behalf of Assignee, but at the expense of Assignor; (j) Assignor will, upon the request of Assignee, execute and deliver to Assignee such further instruments and do and perform such other acts and things as Assignee may deem reasonably necessary or appropriate to make effective this Assignment and the various covenants of Assignor herein contained and to more effectively vest in and secure to Assignee the sums due or hereafter to become due under the Leases, including, without limitation, the execution of such additional assignments as shall be deemed necessary by Assignee to effectively vest in and secure to Assignee all rents, income and profits from any and all Leases; (k) Assignor will from time to time, upon demand therefor, deliver to Assignee an executed counterpart of each and every Lease then affecting all or any portion of the Mortgaged Property; and (l) in the event any warranty or representation of Assignor herein shall be false, misleading or materially inaccurate or Assignor

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shall default in the observance or performance of any obligation, term, covenant or condition hereof, then, in each instance at the option of Assignee, the same shall constitute and be deemed to be a default under the Note and the Security Instruments, thereby giving Assignee the absolute right to declare all sums secured thereby and hereby immediately due and payable and to exercise any and all rights and remedies provided thereunder and hereunder as well as such remedies as may be available at law or in equity.

4. NO OTHER ASSIGNMENTS. Assignor covenants and agrees that it will not, without in each instance the prior written consent of Assignee: (a) enter into any Lease for a period of more than one year on terms and conditions which have not been approved in advance by Assignee; (b) cancel any Lease nor accept a surrender thereof without the prior written consent of the Assignee; (c) reduce the rent payable under any Lease nor accept payment of any installment of rent in advance of the due date thereof; (d) change, amend, alter or modify any Lease or any of the terms or provisions thereof, nor grant any concession in connection therewith; (e) consent to the release or reduction of the obligations of the tenant under any Lease; (f) assign, pledge, encumber or otherwise transfer any Lease or Assignor's rights thereunder; (g) consent to an assignment of tenant's interest under any Lease or to a subletting thereof, except to the extent any such assignment or subletting is specifically authorized by such Lease; (h) do or permit to be done anything to impair the security of any Lease; or (i) incur any indebtedness for borrowed money or otherwise to the tenant or guarantor of any Lease which may under any circumstances be availed of as an offset against the rent or other payments due thereunder without the prior written consent of the Assignee; and any of the above acts, if done without the consent of Assignee, shall be, at the option of Assignee, null and void, and shall constitute a default hereunder and under the Note and other Security Instruments.

5. AUTHORIZATION OF TENANTS. Assignor hereby consents to and irrevocably authorizes and directs the tenants under the Leases and any successor to the interest of any of said tenants, upon demand and notice from Assignee of Assignee's right to receive the rents and other amounts under such Leases, to pay to Assignee the rents and other amounts due or to become due under the Leases, and said tenants shall have the right to rely upon such demand and notice from Assignee and shall pay such rents and other amounts to Assignee without any obligation or right to determine the actual existence of any default or event claimed by Assignee as the basis for Assignee's right to receive such rents and other amounts and notwithstanding any notice from or claim of Assignor to the contrary, and Assignor shall have no right to claim against said tenants for any such rents and other amounts so paid by said tenants to Assignee.

6. EVENTS OF DEFAULT AND REMEDIES. Upon the occurrence of a default under the Note or any of the Security Instruments, Assignee, at its option, shall have the complete right, power and authority (a) without taking possession, to demand, collect and receive and sue for the rents and other sums payable under the Leases and, after deducting all reasonable costs and expenses of collection (including, without limitation, attorneys' fees) as determined by Assignee, apply the net proceeds thereof to the payment of any indebtedness evidenced by the Note, (b) to declare all sums secured hereby immediately due and payable, and, at its option, exercise any or all of the rights and remedies contained in the Note and in the Security Instruments, and (c) without regard to the adequacy of the security, with or without process of law, personally or by agent or attorney, or by Assignee under the Mortgage, or by a receiver to be appointed by

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court, then and thereafter to enter upon, take and maintain possession of and operate the Mortgaged Property, or any part thereof, together with all documents, books, records, papers, and accounts relating thereto and exclude Assignor and its agents and servants therefrom and hold, operate, manage and control the Mortgaged Property or any part thereof as fully and to the same extent as Assignor could do if in possession and in such event, without limitation and at the expense of Assignor, from time to time, cause to be made all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the Mortgaged Property, or any part thereof, as Assignee deems judicious, and pay taxes, assessments and prior or proper charges on the Mortgaged Property, or any part thereof, and insure and reinsure the same, and lease the Mortgaged Property, or any part thereof, for such terms and on such terms as Assignee deems desirable, including leases for terms expiring beyond the maturity of the indebtedness secured by the Security Instruments and cancel any Lease or sublease thereof for any cause or on any ground which would entitle Assignor to cancel the same. Assignee may apply rents and other sums payable under the Leases to the payment of any cost or expense incurred hereunder.

7. APPLICATION OF RENTS. After payment of all proper charges and expenses, including the just and reasonable compensation for the services of Assignee, its attorneys, agents, and others employed by Assignee in connection with the operation, management and control of the Mortgaged Property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify Assignee from and against any liability, loss or damage on account of any matter or thing done in good faith in pursuance of the rights and powers of Assignee hereunder, Assignee may, at its option, credit the net amount of income which Assignee may receive by virtue of this Assignment and from the Mortgaged Property to any and all amounts due or owing to Assignee from Assignor under the terms and provisions of the Note and the Security Instruments. In no event will this Assignment reduce the indebtedness evidenced by the Note, or otherwise secured by the Security Instruments, except to the extent, if any, that such rents and other sums payable under the Leases are actually received by Assignee and applied after receipt to such indebtedness. The balance, if any, of such net income shall be released to or upon the order of Assignor. The manner of the application of such net income and the item or items which shall be credited shall be within the sole discretion of Assignee.

8. LIMITATION ON ASSIGNEE'S OBLIGATIONS. The acceptance by Assignee of this Assignment, with all of the rights, powers, privileges and authority so created, shall neither be deemed nor construed to constitute Assignee a mortgagee in possession nor at any time or in any event to impose any obligation whatsoever upon Assignee to appear in or defend any action or proceeding relating to the Leases or the Mortgaged Property, or to take any action hereunder, or to expend any money or incur any expenses, or perform or discharge any obligation, duty of liability under the Leases, or to assume any obligation or responsibility for any security deposits or other deposits delivered to Assignor by any tenant and not assigned and delivered to Assignee or render Assignee liable in any way for any injury or damage to person or property sustained by any person or entity in, on or about the Mortgaged Property.

9. NON-WAIVER. Assignor agrees that the collection of rents and the application thereof as aforesaid or the entry upon and taking of possession of the Mortgaged

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Property, or any part thereof, by Assignee shall not cure or waive any default, or waive, modify or affect any notice of default under the Note or the Security Instruments, or invalidate any act done pursuant to such notice, and the enforcement of such right or remedy by Assignee, once exercised, shall continue for so long as Assignee shall elect. If Assignee shall thereafter elect to discontinue the exercise of any such right or remedy, the same or any other right or remedy hereunder may be reasserted at any time and from time to time following any subsequent default.

10. RIGHTS OF ASSIGNEE CUMULATIVE. The rights and remedies of Assignee hereunder are cumulative and not in lieu of, but are in addition to, any rights or remedies which Assignee shall have under the Note, any of the Security Instruments, or at law or in equity, which rights and remedies may be exercised by Assignee either prior to, simultaneously with, or subsequent to, any action taken hereunder. The rights and remedies of Assignee may be exercised from time to time and as often as such exercise is deemed expedient, and the failure of Assignee to avail itself of any of the terms, provisions and conditions of this Assignment for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any rights under the terms hereof. Assignee may take or release other security, may release any party primarily or secondarily liable for any indebtedness secured by the Security Instruments, may grant extensions, renewals or indulgences with respect to such indebtedness, and may apply any other security therefor held by it to the satisfaction of such indebtedness without prejudice to any of its rights hereunder.

11. RIGHT TO CONTINUE. The right of Assignee to collect and receive the rents assigned hereunder or to take possession of the Mortgaged Property, or to exercise any of the rights or powers herein granted to Assignee shall, to the extent not prohibited by law, also extend to the period from and after the filing of any suit to foreclose the lien created under any of the Security Instruments which cover the Mortgaged Property, including any period allowed by law for the redemption of the Mortgaged Property after any foreclosure sale.

12. ASSIGNEE INDEMNIFIED. Assignor shall indemnify and hold Assignee harmless of, from and against any and all liability, loss, damage or expense, which Assignee may or might incur under or by reason of this Assignment, and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on the part of Assignee to perform or discharge any of the terms, covenants or agreements contained in the Leases, except any which are the result of the gross negligence or willful misconduct of Assignee. Should Assignee incur any such liability, loss or damage under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the same rate of interest as provided in the Note with respect to the principal indebtedness of Assignor to Assignee, shall be secured by this Assignment and by the Security Instruments, and Assignor shall reimburse Assignee therefor immediately upon demand, and upon failure of Assignor so to do, Assignee may declare all sums secured hereby immediately due and payable.

13. NOTICES. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person or by facsimile

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transmission, (ii) one (1) Business Day (defined below) after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Assignor: BARP November 2015, LLC
 c/o RTO I, LLC
 9 Office Park Circle, No. 215
 Birmingham, AL 35223
 Attn: Robert T. Ashurst

If to Assignee: SouthPoint Bank
 3501 Grandview Parkway
 Birmingham, Alabama 35243
 Attention: Mr. Rob Richardson
 Facsimile: 205-503-5099

With a copy to: Stephen P. Leara, Esq.
 Galloway, Scott & Hancock, LLC
 2200 Woodcrest Place -Suite 310
 Birmingham, Alabama 35209
 Facsimile: (205) 949-5581

or addressed as such party may from time to time designate by written notice to the other parties. Either party by notice to the other may designate additional or different addresses for subsequent notices or communications. Business Day" shall mean a day upon which commercial banks are not authorized or required by law to close in Alabama.

14. ASSIGNABILITY OF AGREEMENT. This Assignment shall be assignable by Assignee and all representations, warranties, covenants, powers and rights herein contained shall be binding upon, and inure to the benefit of, Assignor and Assignee and their respective successors and assigns.

15. COUNTERPARTS. This Assignment may be executed, acknowledged and delivered in any number of counterparts and each such counterpart shall constitute an original, but together such counterparts shall constitute only one instrument.

16. SEVERABILITY. If any one or more of the provisions of this Assignment, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Assignment and all other applications of any such provision shall not be affected thereby.

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17. **ASSIGNOR TO INCLUDE TRANSFEREE OR GRANTEE.** Upon a sale, conveyance, transfer or exchange of all or a part of the Mortgaged Property, the term "Assignor" as used herein shall include the transferee or grantee in such transaction. The preceding sentence shall not be deemed to permit any sale, conveyance, transfer or exchange which is prohibited or restricted by the terms of any Security Instrument.

18. **INCORPORATION OF EXHIBITS.** All exhibits attached hereto are by this reference incorporated fully herein. The term "this Assignment" shall be deemed to include all such exhibits.

19. **GOVERNING LAW.** This Assignment shall be governed by and construed under the laws of the State of Alabama, except to the extent any law, rule or regulation of the federal government of the United States of America may be applicable, in which case such federal law, rule or regulation shall control.

20. **CONFLICT OF TERMS.** In case of any conflict between the terms of this Assignment and the terms of the Mortgage, the terms of this Assignment shall control.

[remainder of page is blank]
[signatures on following page]

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IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment as of the date first above written.

ASSIGNOR:

BARP NOVEMBER 2015, LLC,
a Delaware limited liability company

RTO I, LLC, an Alabama limited liability company,
as Manager

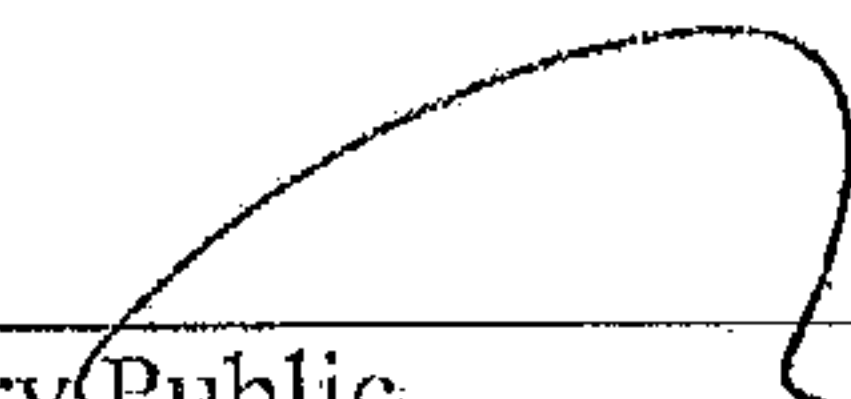
By: 
Robert T. Ashurst
Its: Manager

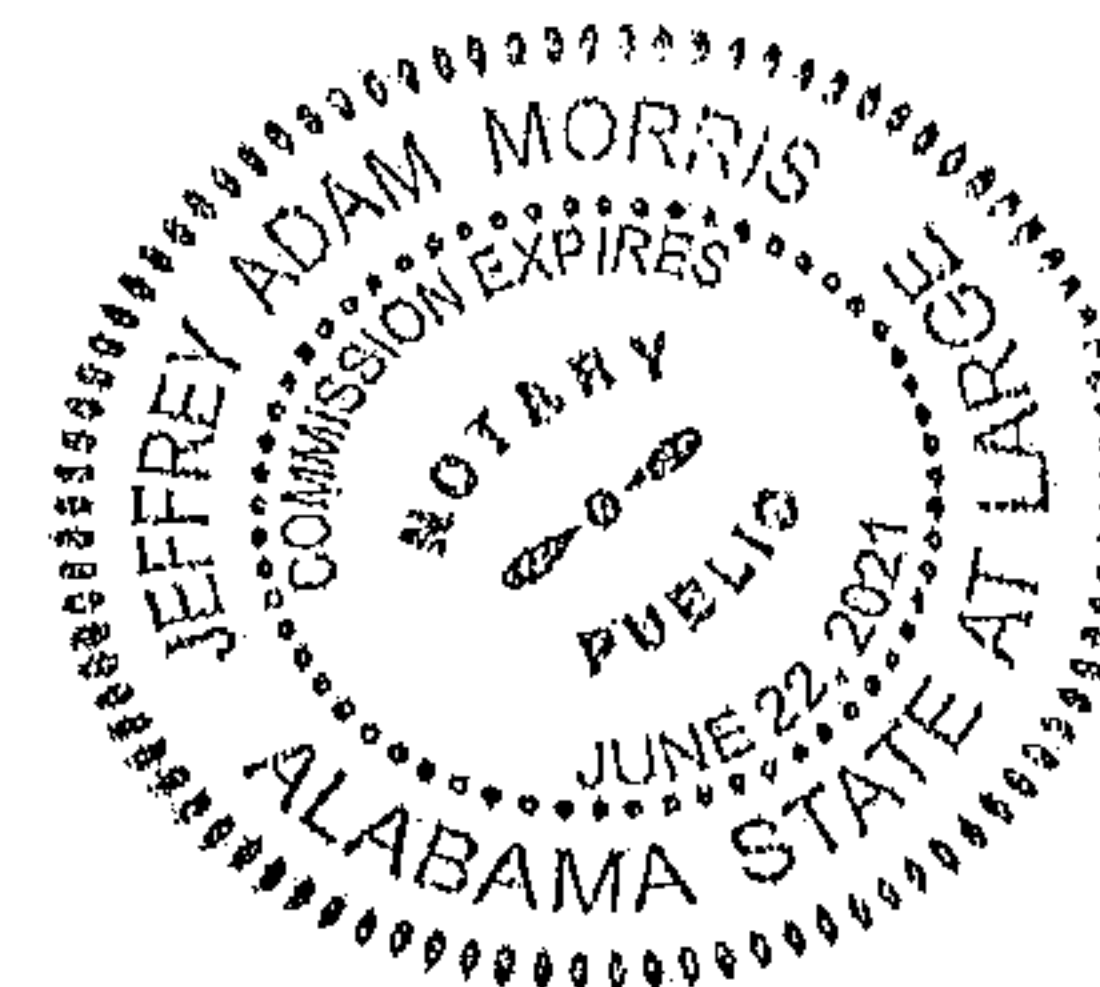
STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Robert T. Ashurst, whose name as Manager of RTO I, LLC, an Alabama limited liability company, as Manager of BARP November 2015, LLC, a Delaware limited liability company, 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/she, as a member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 29th of December 2020.

[NOTARIAL SEAL]


Notary Public
My commission expires: 6/22/21



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EXHIBIT "A"
TO
ASSIGNMENT OF LEASES, RENTS AND PROFITS

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF JEFFERSON, STATE OF ALABAMA AND IS DESCRIBED AS FOLLOWS:

Parcel 1: 106 BEECHWOOD 31-00-25-1-003-003.000 Allocation Amount \$80,500.00

LOTS 4 AND 5, BLOCK 1, ACCORDING TO THE SURVEY OF WESTWOOD GARDENS IN HUEYTOWN, AS RECORDED IN MAP BOOK 6, PAGE 33, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA

Parcel 2: 113 Laird Avenue 30-00-30-3-001-003.000 Allocation Amount \$98,000.00

Commence at the Northeast corner of the Northeast Quarter of the Southwest Quarter of Section 30, Township 18 South, Range 4 West Jefferson County, Alabama, thence West 156 feet to the point of beginning; thence South 200 feet parallel with the East boundary of said parcel of land, thence right 91 degrees, 19 minutes, 102 feet; thence right 88 degrees, 41 minutes, 200 feet to the North boundary of said parcel of land, thence East 102 feet along the North boundary of said parcel of land to the point of beginning. Except a strip 20 feet wide across the North side of the East 54 feet of land herein described for a roadway and except a strip 30 feet wide across the North side of the West 48 feet of the land herein described reserved for a roadway and except a strip 24 feet wide off the East side of the land herein described for a roadway.

Parcel 3: 129 NW 12th Court 13-00-25-1-008-005.000 Allocation Amount \$65,800.00

Lot 22, according to the Survey of Berkeley Hills, as recorded in Map Book 17, Page 44, in the Probate Office of Jefferson County, Alabama.

Parcel 4: 217 Park Place 30-00-09-2-011-027.000 and 30-00-09-2-011-006.000 Allocation Amount \$105,000.00

PARCEL 1: LOT 5, BLOCK 1, ACCORDING TO THE SURVEY OF PLEASANT FOREST, FIRST SECTOR, AS RECORDED IN MAP BOOK 15, PAGE 37, IN THE BESSEMER DIVISION OF THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA. PARCEL 2: LOT 25, ACCORDING TO THE MAP AND PLAT OF W. E. COOK'S SUBDIVISION, AS RECORDED IN MAP BOOK 8, PAGE 50 AND MAP BOOK 9, PAGE 45, IN THE BESSEMER DIVISION OF THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA. LESS AND EXCEPT ALL THAT PART OF SAID LOT 25 WHICH IS INCLUDED WITHIN LARKIN ROAD; AND WITHIN THE LINES OF LOT 33, AS SHOWN BY THE MAP AND PLAT OF A RESURVEY OF LOTS 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 AND 33 OF W. E. COOK'S SUBDIVISION, THE MAP OF SAID RESURVEY BEING RECORDED IN MAP BOOK 9, PAGE 88, IN THE BESSEMER DIVISION OF SAID PROBATE OFFICE.

Parcel 5: 245 Sam Pate Drive 13-00-25-3-003-037.000 Allocation Amount \$88,200.00

A part of the SW 1/4 of the SW 1/4 of Section 25, Township 16, Range 2 West, and being more particularly described as follows: Commence at the SE corner of said 1/4-1/4 section; thence North along the East line of same a distance of 685.0 feet to the Point of Beginning of tract therein described; thence continue along the last named course a distance of 284.41 feet; thence 112 degrees 26 minutes to the left in a Southwesterly direction a distance of 406.30 feet to a point on a curve to the right having a central angle of 39 degrees 28 minutes a radius of 230.31 feet; thence in a Southeasterly direction along the arc of said curve a distance of 157.74 feet; thence North 88

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degrees 28 minutes East a distance of 305.63 feet to the Point of Beginning. Lying and being situated in Jefferson County, Alabama.

Parcel 6: 406 Balcourt Drive 23-00-01-3-009-002.000 Allocation Amount \$115,500.00

Part of Lot 36, according to the Map and Survey of First Addition to Roebuck Springs, as recorded in Map Book 8, Page 99, in the Office of the Judge of Probate of Jefferson County, Alabama, being more particularly described as follows: Begin at the Southwest corner of Lot 36, thence run Southeasterly along the line dividing Lots 36 and 37 for 150.00 feet to a point which is a common corner for said Lots 36, 37 and 35; thence 108 degrees 03 minutes left and run Northeasterly for 100.20 feet; thence 71 degrees 06 minutes left and run Northwesterly for 142.00 feet to a point on the Southeasterly line of Balcourt Drive; thence run Southwesterly running along the Southeasterly line of Balcourt Drive and running along the arc of a curve to the right, said curve having a radius of 325.5 feet to a distance of 100.00 feet to the Point of Beginning. Less and except that portion conveyed to Mary Vida Burdette Searcy as described in Volume 4247, Page 290, in the Probate Office of Jefferson County, Alabama.

Parcel 7: 428 21st Avenue NE 12-00-17-2-011-018.000 Allocation Amount \$69,300.00

Lot 12, Block 3, according to the Survey of Woodland Estates, Second Sector, as recorded in Map Book 90, Page 63, in the Probate Office of Jefferson County, Alabama.

Parcel 8: 457 Westchester Drive 13-00-12-1-004-031.000 Allocation Amount \$91,000.00

LOT 14, IN BLOCK 10, ACCORDING TO THE SURVEY OF VALLEY BROOK, THIRD SECTOR, AS RECORDED IN MAP BOOK 101, PAGE 95, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Parcel 9: 508 27th Ave NW 13-00-12-4-003-004.000 Allocation Amount \$84,000.00

Lot 83, according to the map and survey of Hildale Second Sector, as recorded in Map Book 54, Page 78, in the Probate Office of Jefferson County, Alabama.

Parcel 10: 523 Timber Ridge Drive 21-00-01-1-000-027.000 Allocation Amount \$84,000.00

LOT 1, BLOCK 3, ACCORDING TO THE MAP AND SURVEY OF TIMBER RIDGE, FIRST SECTOR, AS RECORDED IN MAP BOOK 105, PAGE 72, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Parcel 11: 533 Zinnia Lane 13-00-25-4-006-011.000 Allocation Amount \$53,900.00

Lot 14, Block 10, according to the Survey of Roebuck Garden Estates, Second Sector, as recorded in Map Book 44, page 33, in the Probate Office of Jefferson County, Alabama.

Parcel 12: 536 Willow Lane 24-00-06-1-008-007.000 Allocation Amount \$129,500.00

TRACT 2, ACCORDING TO THE SURVEY OF V.F. POWELL'S ADDITION TO BIRMINGHAM, AS RECORDED IN MAP BOOK 62, PAGE 56, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Parcel 13: 713 Martinwood Road 12-00-31-2-012-016.000 Allocation Amount \$76,930.00

Part of Lot 1, according to the Map of Huffman Farm Estates, as recorded in Map Book 25, Page 61, in the Probate Office of Jefferson County, Alabama, being more particularly described as follows: Begin at the Northeast corner of said Lot 1; thence South along the East line of said Lot a distance of 170 feet; thence run West parallel with the North line of said lot a distance of 100 feet; thence

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North parallel with the East line of said Lot a distance of 170 feet to the North line of said Lot; thence East along said North line a distance of 100 feet to the point of beginning.

Parcel 14: 877 Dunwoody Lane NW 13-00-23-1-008-019.000 Allocation Amount \$108,430.00

Lot 13, Block 4, according to the Survey of Garner & Grabowski's Second Addition to Sun Valley, as recorded in Map Book 121, Page 27, in the Probate Office of Jefferson County, Alabama.

Parcel 15: 1108 Pleasant Grove Road 30-00-09-4-003-002.002 Allocation Amount \$105,000.00

PART OF THE SW 1/4 OF SE 1/4 OF SECTION 9, TOWNSHIP 18 S, RANGE 4 W, JEFFERSON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE NW CORNER OF SAID SW 1/4 AND RUN IN AN EASTERLY DIRECTION ALONG THE NORTH BOUNDARY LINE OF SAID QUARTER-QUARTER SECTION A DISTANCE OF 210 FEET; THENCE TURN RIGHT AN ANGLE OF 45 DEGREES 15 MINUTES IN A SOUTHEASTERLY DIRECTION A DISTANCE OF 205.8 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE LAST DESCRIBED COURSE FOR A DISTANCE OF 91.9 FEET; THENCE TURN RIGHT AN ANGLE OF 44 DEGREES 08 MINUTES 15 SECONDS IN A SOUTHERLY DIRECTION A DISTANCE OF 132.0 FEET; THENCE TURN RIGHT AN ANGLE OF 90 DEGREES 36 MINUTES 45 SECONDS IN A WESTERLY DIRECTION A DISTANCE OF 208.0 FEET; THENCE TURN RIGHT AN ANGLE OF 86 DEGREES 48 MINUTES IN A NORTHERLY DIRECTION A DISTANCE OF 196.5 FEET; THENCE TURN RIGHT AN ANGLE OF 93 DEGREES 00 MINUTES IN AN EASTERLY DIRECTION A DISTANCE OF 145.7 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

Parcel 16: 1113 3rd Avenue 30-00-09-3-004-005.000 and 30-00-09-3-004-005.001 Allocation Amount \$108,500.00

Lots 13 and 14, in Block 5, according to the Survey of Woodland Forest Estates, First Sector, as recorded in Map Book 19, Page 28, in the Probate Office of Jefferson County, Alabama, Bessemer Division.

Parcel 17: 1221 Linwood Street 13-00-25-1-007-006.000 Allocation Amount \$49,000.00

Lot 79 and the North 15 feet of Lot 78, according to the Survey of Berkley Hills, as recorded in Map Book 17, Page 44, in the Probate Office of Jefferson County, Alabama.

Parcel 18: 1240 Frances Street 25-00-19-1-005-011.000 Allocation Amount \$119,000.00

Lot 6, Block 9, according to the Survey of Cahaba Hills Subdivision, as recorded in Map Book 45, Page 16, in the Probate Office of Jefferson County, Alabama.

Parcel 19: 1313 Stonehedge Drive: 12-00-29-4-001-037.000 Allocation Amount \$133,000.00

Lot 3, Block 2, according to the Survey of First Addition to Stonehedge, as recorded in Map Book 111, Page 79, in the Probate Office of Jefferson County, Alabama.

Parcel 20: 1447 4th Way NW 13-00-24-4-016-001.000 Allocation Amount \$98,000.00

Lot 13, Block 7, according to the Survey of Windsor Forest Estates, 5th Sector, as recorded in Map Book 76, Page 18, in the Probate Office of Jefferson County, Alabama.

Parcel 21: 1613 Sims Street 25-00-16-4-007-005.00 Allocation Amount \$136,500.00

Lots 1 and 2, Block 3, of the Lee-Spruiell Land Company's First Addition to Leeds, as recorded in Map Book 7, Page 53, in the Probate Office of Jefferson County, Alabama. Also that part vacated

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alley description as follows: Begin at the NE corner of Lot 1; thence 5 feet South 100; thence West 5 feet; thence North 100 feet to the point of beginning.

Parcel 22: 1701 5th Street NW 13-00-24-1-007-022.000 Allocation Amount \$84,000.00

LOT 1, BLOCK 3, ACCORDING TO THE SURVEY OF BRIDLEWOOD FOREST ESTATES, 5TH SECTOR, AS RECORDED IN MAP BOOK 97, PAGE 64, IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA.

Parcel 23: 2605 Circle Drive 30-00-32-3-021-004.000 Allocation Amount \$63,000.00

Lot 3, Block 1, according to the Survey of Bessemer Gardens, as recorded in Map Book 3, pages 14 and 15, in the Probate Office of Jefferson County, Alabama, Bessemer Division.

Parcel 24: 3146 Sleepy Hollow Drive 12-00-05-2-000-023.000 Allocation Amount: \$84,000.00

Lot 4, according to the Survey of First Addition to Sleepy Hollow, First Sector, as recorded in Map Book 114, Page 57, in the Probate Office of Jefferson County, Alabama.

Parcel 25: 5816 34th Street N 22-00-01-4-002-018.000 Allocation Amount \$49,000.00

Lot 188, according to the Survey of Grayson's Third Addition to Lewisburg, as recorded in Map Book 44, Page 86, in the Probate Office of Jefferson County, Alabama.

Parcel 26: 5883 Southwood Pkwy 38-00-36-3-004-052.000 Allocation Amount \$84,000.00

Lot 168A, according to the Survey of Resurvey of Southwood Commons, Sector 2, as recorded in Map Book 40, Page 25, in the Probate Office of Jefferson County, Alabama, Bessemer Division.

Parcel 27: 6109 Shady Lane 21-00-06-2-001-008.005 Allocation Amount \$59,500.00

LOT 5, ACCORDING TO THE SURVEY OF SHADY ACRES, AS RECORDED IN MAP BOOK 118, PAGE 10, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Parcel 28: 9268 Briarmont Drive 23-00-03-2-008-008.000 Allocation Amount \$91,000.00

Lot 19, according to the Survey of Briarmont, as recorded in Map Book 71, Page 64, in the Probate Office of Jefferson County, Alabama.

Parcel 29: 9764 Virginianna Drive 13-00-35-3-001-092.000 Allocation Amount \$45,500.00

Lot 9, according to the Survey of Foster's Addition to Belmar Estates, as recorded in Map Book 56, Page 27, in the Probate Office of Jefferson County, Alabama.

Parcel 30: 103 Fox Hill Court 12-00-07-3-007-003.000 Allocation Amount \$95,900.00

LOT 2 BLOCK 2 ACCORDING TO THE MAP AND SURVEY OF FOX HILL FIRST SECTOR AS RECORDED IN MAP BOOK 92 PAGE 34 IN THE PROBATE OFFICE OF JEFFERSON COUNTY ALABAMA.

Parcel 31: 1042 Mesa Drive 12-00-20-4-005-026.000 Allocation Amount \$91,000.00

LOT 9, IN BLOCK 5, TANGLEWOOD, AS RECORDED IN MAP BOOK 77, PAGE 37, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA, AND CORRECTED BY MAP RECORDED IN MAP BOOK 81, PAGE 37.

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Parcel 32: 1214 25th Avenue North 38-00-06-4-010-050.000 Allocation Amount \$80,500.00

LOT 6, ACCORDING TO THE SURVEY OF PINE FOREST ESTATES, RECORDED IN MAP BOOK 21, PAGE 99, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Parcel 33: 1244 Rose Lynn Lane 13-00-25-2-001-016.000 Allocation Amount \$67,900.00

Lot 19, according to the Survey of Lynn Acres, as recorded in Map Book 45, Page 51, in the Probate Office of Jefferson County, Alabama.

Parcel 34: 1324 Hudson Ave 38-00-29-2-009-008.000 Allocation Amount \$38,500.00

The Northwesternly 10 feet of Lot 2 and the Southwesternly 50 feet of Lot 3, according to the Survey of Pete Harduvel Subdivision, as recorded in Map Book 7, Page 17, in the Probate Office of Jefferson County, Alabama, Bessemer Division, being more particularly described as follows:

Commence at the Southwest corner of Lot 1 of Pete Harduvel Subdivision as recorded in Map Book 7, Page 17, in the Bessemer Division of the Probate Office of Jefferson County, Alabama; run thence in an Easterly direction along the Southern Boundary lines of Lots 1, 2, and 3, in said Survey 270 feet to a point of beginning; thence in a Westerly direction along the Southerly boundary line of Lots 2 and 3 in said Survey 60 feet; thence turn an angle of 90 degrees to the right for 200 feet to the Northerly boundary line of said Lot 2; thence turn right 90 degrees and proceed in an Easterly direction along said North boundary line of said Lots 2 and 3 for 60 feet; thence turn right 90 degrees and proceed in a Southerly direction along Western boundary of parcel previously sold to Julian D. Baswell, 200 feet, more or less, to the point of beginning.

Parcel 35: 1733 Brewster Road 12-00-21-2-001-015.000 Allocation Amount \$77,000.00

LOT 1 IN BLOCK 1 ACCORDING TO THE SURVEY OF GREEN HILL FOREST AS RECORDED IN MAP BOOK 88 PAGE 60 IN THE PROBATE OFFICE OF JEFFERSON COUNTY ALABAMA.

Parcel 36: 1794 Bradford Lane 38-00-32-2-003-002.055 Allocation Amount \$129,500.00

Lot 64, according to the Survey of Rosser Cove, Phase 3, as recorded in Map Book 41, Page 75, in the Probate Office of Jefferson County, Alabama, Bessemer Division.

Parcel 37: 1928 Poplar Dr. 14-00-02-4-007-019.000 Allocation Amount \$112,000.00

Lot 21, Block 3, according to Briarwood Estates, Second Sector, as recorded in Map Book 48, Page 71, in the Probate Office of Jefferson County, Alabama.

Parcel 38: 204 20th Avenue NW 12-00-18-3-003-018.000 Allocation Amount \$80,500.00

Lot A, according to a Resurvey of Lots 10 and 11, Block 2, Sun Valley, as recorded in Map Book 112, Page 47, in the Probate Office of Jefferson County, Alabama.

Parcel 39: 2436 4th Street NW 13-00-12-4-013-031.000 Allocation Amount \$70,000.00

LOT 4, BLOCK 3, ACCORDING TO THE SURVEY OF VALLEY VIEW ESTATES, RECORDED IN MAP BOOK 53, PAGE 82, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Parcel 40: 259 87th Place South 23-00-11-1-002-010.000 Allocation Amount \$42,000.00

Lot 14, according to the Map of B.G. Brasher's Resurvey of Part of Parcel "A" of Margaret B. Moore Survey and part of Lot 7 of Boulevard Addition to Roebuck Springs, as recorded in Map Book 39, Page 14, in the Probate Office of Jefferson County, Alabama.

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Parcel 41: 2757 Wood Drive 12-00-07-1-002-019.007 Allocation Amount \$89,600.00

Lot 6, according to the Survey of River Oaks, as recorded in Map Book 147, Page 21, in the Probate Office of Jefferson County, Alabama.

Parcel 42: 2817 Wesley Avenue SW 29-00-17-2-018-004.000 Allocation Amount \$28,000.00

Lot 8, Block 1, according to the Survey of Jefferson Park Estates, as recorded in Map Book 43, Page 17, in the Probate Office of Jefferson County, Alabama.

Parcel 43: 3077 Teresa Ave 13-00-19-2-005-009.000 Allocation Amount \$102,900.00

LOT 300, ACCORDING TO THE SURVEY OF TOWN AND COUNTRY ESTATES, SECOND ADDITION, AS RECORDED IN MAP BOOK 76 PAGE 41, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Parcel 44: 313 Glynn Drive 13-00-35-1-001-044.000 Allocation Amount \$45,500.00

Lot 4, Block 1, according to the Survey of Cloverdale Estates, First Addition, as recorded in Map Book 45, Page 63, in the Probate Office of Jefferson County, Alabama.

Parcel 45: 5153 Lamplighter Dr. 09-00-21-2-000-001.055 Allocation Amount \$101,500.00

LOT 36, ACCORDING TO THE SURVEY OF CARRIAGE HILLS, FIRST SECTOR, AS RECORDED IN MAP BOOK 117, PAGE 77, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA, AS AMENDED BY MAP BOOK 118, PAGE 2.

Parcel 46: 537 Orchid Road 13-00-25-4-002-003.000 Allocation Amount \$64,400.00

LOT 4, BLOCK 12, ACCORDING TO THE SURVEY OF ROEBUCK GARDEN ESTATES, AS RECORDED IN MAP BOOK 40, PAGE 74, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Parcel 47: 5730 Dorchester Way 24-00-32-2-000-052.000 Allocation Amount \$140,000.00

Lot 15, Block 3, according to Hampton Place, First and Second Sectors, as recorded in Map Book 110, Page 76, in the Probate Office of Jefferson County, Alabama.

Parcel 48: 5781 Walnut Grove Road 13-00-01-2-001-024.000 Allocation Amount \$80,500.00

LOTS 21, 22 AND 23, ACCORDING TO THE SURVEY OF PINSON HEIGHTS FIRST SECTOR, AS RECORDED IN MAP BOOK 51 PAGE 9, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Parcel 49: 6 Glasgow Road 30-00-06-1-001-006.001 Allocation Amount \$131,600.00

A ONE LOT SUBDIVISION LOCATED IN THE NW 1/4 OF THE NE 1/4 OF SECTION 6, TOWNSHIP 18S, RANGE 4 W, JEFFERSON COUNTY, ALABAMA, DESIGNATED AS LOT 1, ERNEST GLASGOW SUBDIVISION, AS RECORDED IN MAP BOOK 28, PAGE 41, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Parcel 50: 6012 Old Tuscaloosa Hwy 43-00-01-2-006-030.000 Allocation Amount \$53,200.00

A part of Lot 3, according to the Survey of C.L. Waldrop Subdivision, as recorded in Map Book 6, Page 19, in the Bessemer Division, Judge of Probate Office, Jefferson County, Alabama, more particularly described as follows: Begin at the NW corner of said Lot 3, said point being on the

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Southeasterly right of way line of Old U.S. #11 Highway, and run in a Northeasterly direction along said lot line and right-of-way line of said Highway a distance of 45 feet; thence turn right an angle of 90 degrees 00 minutes in a Southeasterly direction a distance of 210.6 feet; thence turn right an angle of 90 degrees 00 minutes in a Southwesterly direction a distance of 45.0 feet to a point on the Southwest line of Lot 3; thence turn right an angle of 90 degrees 00 minutes and run in a Northwesterly direction and along said lot line a distance of 210.6 feet to the point of beginning.

Parcel 51: 631 Pinewood Avenue 31-00-13-4-000-017.000 Allocation Amount \$119,000.00

BEGIN AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 18 SOUTH, RANGE 5 WEST; THENCE RUN EAST ALONG NORTH LINE OF SAID SOUTHEAST 1/4 OF SOUTHEAST 1/4 A DISTANCE OF 382.50 FEET, TURN RIGHT AN ANGLE OF 90 DEGREES 10 MINUTES AND RUN SOUTH PARALLEL WITH WEST LINE OF SAID SOUTHEAST 1/4 OF SOUTHEAST 1/4 A DISTANCE OF 1016.29 FEET FOR POINT OF BEGINNING; THENCE CONTINUE SAID COURSE A DISTANCE OF 256.50 FEET TO NORTHEAST RIGHT-OF-WAY BOUNDARY OF RAVINE ROAD; TURN LEFT AN ANGLE OF 55 DEGREES 09 MINUTES RUN SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY BOUNDARY A DISTANCE OF 53.0 FEET; THENCE TURN LEFT AN ANGLE OF 90 DEGREES AND RUN NORTHEASTERLY A DISTANCE OF 187.50 FEET; THENCE TURN AN ANGLE OF 73 DEGREES 12 MINUTES 25 SECONDS AND RUN NORTHWESTERLY A DISTANCE OF 168.69 FEET; THENCE TURN LEFT AN ANGLE OF 51 DEGREES 38 MINUTES AND RUN WESTERLY A DISTANCE OF 45.45 FEET TO POINT OF BEGINNING; BEING IN SOUTHEAST 1/4 OF SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 18 SOUTH, RANGE 5 WEST, JEFFERSON COUNTY, ALABAMA.

Parcel 52: 6405 Kimberly Loop 09-00-34-2-000-156.000 Allocation Amount \$84,000.00

LOT 110, ACCORDING TO THE AMENDED MAP OF COSBY HILLS, FIRST ADDITION, AS RECORDED IN MAP BOOK 120 PAGE 19 A & B, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Parcel 53: 700 14th Avenue NW 13-00-24-3-008-031.000 Allocation Amount \$77,000.00

LOT 14, BLOCK 11, ACCORDING TO THE SURVEY OF SECOND SECTOR, QUEENSBURY EAST, AS RECORDED IN MAP BOOK 127, PAGE 15, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Parcel 54: 7016 Briarwood Lane 25-00-19-4-010-038.000 Allocation Amount \$140,000.00

The West 1/2 of Lot 7, Block 2, according to the Survey of Greenbrier Acres, as recorded in Map Book 45, Page 100, in the Probate Office of Jefferson County, Alabama.

Parcel 55: 861 Springville Drive 12-00-30-1-001-079.000 Allocation Amount \$49,000.00

Lot 18, according to the Map and Survey of Spring Lake Garden Homes, being a Resurvey of Lot 34 of Davenport's Townhouse, as recorded in Map Book 160, Page 38, in the Probate Office of Jefferson County, Alabama.

Parcel 56: 929 N Martinwood Drive 12-00-31-2-008-020.000 Allocation Amount \$94,500.00

LOT 1-A, IN BLOCK 5, ACCORDING TO THE SURVEY OF IDLEWOOD, AS RECORDED IN MAP BOOK 40, PAGE 11, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

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THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF **SHELBY**, STATE OF **ALABAMA** AND IS DESCRIBED AS FOLLOWS:

Parcel 57: 528 Overhill Road 13-1-11-4-001-044.000 Allocation Amount \$112,000.00

LOT 8, BLOCK 4, ACCORDING TO THE SURVEY OF OAK MOUNTAIN ESTATES, SECOND SECTOR, AS RECORDED IN MAP BOOK 5, PAGE 76, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Parcel 58: 600 Cahaba Manor Lane 13-1-12-2-004-011.000 Allocation Amount \$94,500.00

LOT 1, ACCORDING TO THE SURVEY OF CAHABA MANOR TOWN HOMES, THIRD ADDITION, AS RECORDED IN MAP BOOK 7, PAGE 158, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

END

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EXHIBIT "B"
TO
ASSIGNMENT OF LEASES, RENTS AND PROFITS

Leases Assigned



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/06/2021 08:25:34 AM
\$73.00 CHERRY
20210106000008490

Allen S. Bayl