

REPRESENTATIONS OF ASSIGNOR. Assignor hereby represents: (a) Assignor is, and for the duration of this Assignment, will continue to be the legal and beneficial owner of the Leases and Rents; (b) there are currently no leases, subleases or agreements to lease or sublease all of or any part of the Property other than any existing leases, subleases or agreements to lease or sublease all of or any part of the Property, which Assignor has disclosed in writing to Lender (c) the Leases are valid and enforceable and no default exists under the Leases; (d) Assignor is entitled to receive all the Rents and to enjoy all the Rents and benefits mentioned herein and assigned hereby; (e) said Rents have not been sold, assigned, transferred, or set over by any instrument now in force and shall not at any time during the life of this Assignment be sold, assigned, transferred, or set over by Assignor, or any other person taking under or through Assignor except as pursuant to this Assignment; and (f) Assignor has the sole right to sell, assign, transfer, and set over the same and to grant and confer upon Lender the rights, interests, powers, and authorities herein granted and conferred.

NO LIABILITY OF LENDER. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or under or by reason of this Assignment and Assignor shall, and hereby agrees, to indemnify Lender for, and to hold Lender harmless from, any and all liability, loss or damage which may or might be incurred under the Leases or under or by any reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against Lender by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. This Assignment shall not operate to place any obligation or liability for the control, care, management, or repair of the Property upon Lender, nor for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make Lender responsible or liable for any waste committed on the Property, including without limitation the presence of any hazardous substances, or for any negligence in the management, upkeep, repair, or control of the Property resulting in loss or injury or death to any lessee, licensee, employee, or stranger. Assignor's obligations and liabilities pursuant to this provision shall survive the cancellation of this Assignment and shall survive Lender's exercise of any of its rights and remedies provided for under this Assignment or otherwise provided by law.

COLLECTION OF RENTS. Provided no Event of Default exists under the Indebtedness or any of the Related Documents, Lender agrees not to demand from any lessor or lessee under the Leases or from any other persons liable therefor, any of the Rents hereby assigned, but shall permit Assignor to collect all such Rents from the Property and the Leases, so long as not collected more than one (1) month in advance of their due date.

EVENTS OF DEFAULT. The following events shall constitute default under this Assignment (each an "Event of Default"):

- (a) Failure to make required payments when due under Indebtedness;
- (b) Failure to perform or keep any of the covenants of this Assignment or a default under any of the Related Documents;
- (c) Assignor or any person or entity obligated on the Indebtedness materially defaults under a provision of an agreement with a third party or if the indebtedness under such an agreement is accelerated;
- (d) The making of any oral or written statement or assertion to Lender that is false or misleading in any material respect by Assignor or any person obligated on the Indebtedness;
- (e) If there is entered against Assignor, or any person or entity obligated on the Indebtedness, a judgment which materially affects the business or financial condition of such party, or materially affects the Property or the Leases and Rents, or if a tax lien, writ of attachment, garnishment, execution, or similar item is or will be issued against the Property, and which remains unpaid, unstayed on appeal, undischarged, unbonded, or undismissed within such time and manner as deemed acceptable by Lender, in its sole discretion;
- (f) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Assignor or of any person or entity obligated on the Indebtedness;
- (g) Any assignment by Assignor for the benefit of Assignor's creditors;
- (h) Lender has a good-faith belief that Lender's rights in the Property or the Leases and Rents are or will soon be impaired;
- (i) A material adverse change occurs in the financial condition, ownership, or management of Borrower or any person obligated on the Indebtedness; or
- (j) Lender deems itself insecure for any reason whatsoever.

REMEDIES. Upon the occurrence of an Event of Default under this Assignment, the Indebtedness or the Related Documents, Lender may declare all sums secured hereby immediately due and payable and may, at Lender's option, without notice, either in Lender's person or by agent and with or without bringing any action or proceeding, or by any receiver appointed by the court, enter upon, take possession of, and manage and operate the Property, and each and every part thereof, and in connection therewith, Lender may make, enforce, and modify any of the Leases; fix or modify Rents; repair, maintain and improve the Property; employ contractors, subcontractors, and workmen in and about the Property; obtain and evict tenants; in its own name, sue for and otherwise collect or reserve any and all Rents, including those past due and unpaid; employ leasing agents, managing agents, attorneys, and accountants in connection with the enforcement of Lender's rights hereunder and pay the reasonable fees and expenses thereof; and otherwise do and perform any and all acts which Lender may deem necessary and appropriate in and about the Property for the protection thereof and of Lender's rights hereunder and under the Related Documents, and any and all amounts expended by Lender in connection with the foregoing shall constitute additional Indebtedness secured hereby to the extent permitted by law. Lender shall apply any moneys collected, as aforesaid, less costs and expenses incurred, upon any Indebtedness secured hereby in such order and manner as Lender may determine and to the extent permitted by law.

The parties agree that the remedies available may be inadequate compensation for any loss. Therefore, to the extent allowed by applicable law, in Lender's sole discretion, Lender may seek specific performance of any

promise, obligation, or covenant contained in this Assignment. Any defense in any action for specific performance that the remedy at law would be adequate is waived.

To the extent allowed by law, all of Lender's rights and remedies, however evidenced and from whichever source they derive, are cumulative in nature. Lender is entitled to exercise any remedy in any order it determines appropriate. Lender may exercise remedies singularly or concurrently. This Assignment is continuing, irrevocable, and shall remain in full force and effect until such time as Lender executes a written cancellation of this Assignment.

NOTICES. Unless otherwise required by applicable law or provided under this Assignment, any notice or demand given by Lender to any party is considered effective when: (i) it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means. Such notice or demand shall be sent to the party at the address contained herein or at an alternative address, e-mail address, or facsimile number as may be provided to Lender in writing. Any notice given to Lender must be addressed to Lender at the address contained herein or at an alternative address as may be provided by Lender in writing.

GENERAL WAIVERS. To the extent permitted by law, Assignor waives notice of Lender's acceptance of this Assignment, defenses based on suretyship, any defense arising from any election by Lender under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

TO THE EXTENT PERMITTED BY LAW, ASSIGNOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN ANY NOTICE REQUIRED HEREIN, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO THE LENDER EXERCISING ITS RIGHTS UNDER THIS ASSIGNMENT.

PAYMENT OF RENTS TO LENDER. All tenants or occupants of any part of the Property (including without limitation, all persons claiming any interest as lessor or lessee under any Leases) are hereby authorized to recognize the claims and demands of Lender without investigation as to the reason for any action taken by Lender or the validity of the amount of indebtedness owing to or the existence of any default hereunder or under the Related Documents, or the application of payments made by Lender, of any amounts to be paid to Lender. Lender's sole signature shall be sufficient for the exercise of any right under this Assignment and Lender's sole receipt given for any sums received shall be a full discharge and release therefor to any such tenant or occupant of the Property. Checks for all or any part of the rental collected under this Assignment shall be made to the exclusive order of Lender.

ASSIGNABILITY. Lender may assign or otherwise transfer this Assignment or any of Lender's rights under this Assignment without notice to Assignor. Assignor may not assign this Assignment or any part of the Assignment without the express written consent of Lender.

SUCCESSORS AND ASSIGNS. All covenants and agreements contained in this Assignment shall bind, and the rights hereunder shall inure to the respective successors and assigns of the Assignor and the Lender.

ENTIRE AGREEMENT This Assignment, along with any of the Related Documents, encompasses the entire agreement of the parties and supersedes all prior oral or written agreements, commitments, and understandings between the parties relating to the subject matter of this Assignment. This Assignment cannot be modified except by a writing executed by those parties burdened by the modification.

SEVERABILITY. If any term is illegal, invalid, or unenforceable, the term shall be excluded and ineffective to the extent of such invalidity or unenforceability. All other terms shall remain in full force and effect.

HEADINGS. The headings are for the general convenience of the parties in identifying subject matter. The headings have no limiting effect on the text that follows any particular heading.

SINGULAR AND PLURAL TERMS. All words in the singular shall include the plural and the plural shall include the singular.

ATTORNEY'S FEES, COSTS, AND EXPENSES. Assignor agrees to pay all of Lender's costs, fees, and expenses arising out of or related to the enforcement of this Assignment or the relationship between the parties. Included in the fees that Lender may recover from Assignor are the reasonable attorney's fees that Lender incurs, including all fees incurred in the course of representing Lender before, during, or after any lawsuit, arbitration, or other proceeding and those incurred in appeals, whether the issues arise out of contract, tort, bankruptcy, or any other area of law. Included in the costs and expenses which Lender may recover are all court, alternative dispute resolution or other collection costs, and all expenses incidental to perfecting Lender's security interests and liens, preserving the collateral (including payment of taxes and insurance), records searches, and expenses related to audits, inspection, and copying. All costs and expenses Lender is entitled to recover shall accrue interest at the highest rate set forth in any of the Related Documents.

GOVERNING LAW. This Assignment will be governed by the laws of the State of Alabama including all proceedings arising from this Assignment.

COUNTERPARTS. This Assignment may be executed by the parties using any number of copies. All executed copies taken together will be treated as a single Assignment.

ORAL AGREEMENTS DISCLAIMER. This Assignment represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing this Assignment, Assignor acknowledges reading, understanding, and agreeing to all its provisions.

Denise L Weldon 4/26/24

DENISE L WELDON

Date

Individually

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF Shelby

I, the undersigned authority, a Notary Public, do hereby certify that DENISE L WELDON, A UNMARRIED WOMAN, whose name is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the Assignment, he/she executed the same, voluntarily, on the day the same bears date. Given under my hand this 4/26/2024

My commission expires:

MY COMMISSION EXPIRES MARCH 7, 2028

(Official Seal)

[Signature]
the undersigned authority
Notary Public
Identification Number

From the Northeast corner of the SW 1/4 of Section 1, Township 24 North, Range 15 East, run Southerly along the East boundary line of said SW 1/4 of Section 1, Township 24 North, Range 15 East for 645.0 feet; thence turn an angle of 17 degrees 14 minutes to the right and run Southwesterly 465.9 feet; thence turn an angle of 127 degrees 48 1/2 minutes to the right and run Northwesterly 105.28 feet to the point of beginning of the land herein described and conveyed; thence continue Northwesterly along last said course for 52.64 feet; thence turn an angle of 120 degrees 06 minutes to the left and run Southwesterly 315.1 feet; thence turn an angle of 53 degrees 59 1/2 minutes to the left and run Southeasterly 76.94 feet; thence turn an angle of 128 degrees 53 1/2 minutes to the left and run Northeasterly 334.43 feet, more or less, to the point of beginning.

This land being a part of the SW 1/4 of Section 1, Township 24 North, Range 15 East.

Commence at the NE corner of the SW 1/4 of Section 1, Township 24 North, Range 15 East; thence proceed in a Southerly direction along the East boundary line of said SW 1/4 of Section 1, Township 24 North, Range 15 East, for a distance of 645.0 feet; thence turn an angle of 17 degrees 14 minutes to the right and run for a distance of 326.22 feet to a point on the South right of way line of a County Road; thence turn an angle of 95 degrees to the right and run along said right of way line for a distance of 76.56 feet to the point of beginning of the parcel of land herein described; thence continue along said right of way line for a distance of 41.46 feet to a point; thence turn an angle of 87 degrees

17 minutes 30 seconds to the left and run for a distance of 53.64 feet to a point; thence turn an angle of 59 degrees 54 minutes to the left and run for a distance of 52.64 feet to a point; thence turn an angle of 122 degrees 59 minutes to the left and run for a distance of 82.11 feet to the point of beginning. Said parcel of land is lying in the SW 1/4, Section 1, Township 24 North, Range 15 East, Shelby County, Alabama.

A parcel of land located and being in the Southwest Quarter of Section 1, Township 24 North, Range 15 East, and being more particularly as follows:

Commence at the Northeast corner of the Southwest Quarter of Section 1, Township 24 North, Range 15 East; thence run Southerly along East line of said Southwest Quarter for a distance of 645.00 feet; thence deflect right 17 degrees 14 minutes Southwesterly for a distance of 465.60 feet; thence deflect right 127 degrees 47 minutes 47 seconds Northwesterly for a distance of 105.26 feet; thence deflect left 122 degrees 59 minutes 02 seconds Southwesterly for a distance of 334.48 feet to the point of beginning; thence continue last described course for a distance of 130.79 feet; thence deflect right 72 degrees 34 minutes 06 seconds Westerly for a distance of 73.71 feet; thence deflect right 110 degrees 19 minutes 58 seconds Northeasterly for a distance of 201.2 feet; thence deflect right 125 degrees 40 minutes 06 seconds Southeasterly for a distance of 76.94 feet to the point of beginning.



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 05/17/2024 08:51:40 AM
 \$34.00 PAYGE
 20240517000146360

Allie S. Bayl