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DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

Return to:
West TN Title
6060 Poplar Ave. Suite LL-20
Memphis, TN 38119
(901) 821-0603
(901) 821-0600

Prepared By:
West TN Title
6060 Poplar Ave. Suite LL-20
Memphis, TN 38119

ASSIGNMENT OF LEASES, RENTS, AND PROFITS

THIS ASSIGNMENT, made this 25th day of March, 2011, by Investor Nation, GP, a general partnership consisting of Stephen Green and Ryan Hinricher ("Assignor") to JJL Funding, LLC, a Tennessee limited liability company ("Lender").

WITNESSETH

For value received and as additional security for the indebtedness hereinafter mentioned, Assignor hereby assigns, sets over, transfers, and conveys unto Lender all of its right, title, and interest in and to any rents, issues, profits, revenues, royalties, rights and benefits, (hereinafter collectively referred to as "Rents") from the real estate located in the County of Shelby, State of Tennessee, as more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property").

Indexing Instructions: **Lot 372, Section C, Brookhollow Subdivision, Section 24, Township 1 South, Range 8 West, as shown on plat of record in Plat Book 7, Page 46, in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.**

The term of this Assignment shall be until the indebtedness and obligations evidenced or arising under that certain promissory note (the "Note") of even date herewith in the principal amount of $50,307.20 and arising under any other instrument now or hereafter in any manner evidencing, securing or relating to the indebtedness secured hereby (hereinafter collectively referred to as the "Loan Documents") (or any extension, renewal, amendment or modification thereof), made, executed, and

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delivered by the Assignor to Lender, or any trustee or other person on behalf of Lender or for its benefit, shall have been fully paid and satisfied, at which time this Assignment will be fully satisfied, cancelled, and released, and the releasing of any deed of trust encumbering the Property shall constitute a release hereof.

And to that end Assignor hereby further assigns, sets over, transfers, and conveys unto Lender, all leases of the Property, or any portion thereof, now made, executed, or delivered, whether written or verbal, or to be hereafter made, be the same written or verbal.

And Assignor does hereby authorize and empower Lender to collect the rents payable under all of said leases above referred to as they shall become due, and does hereby direct each and all of the tenants of the Property to pay such rents as may now be due or shall hereafter become due to Lender upon demand for payment thereof by Lender. It is understood and agreed, however, that no such demand shall be made unless and until there has occurred (i) a default in the payment of the indebtedness secured hereby, (ii) default in the payment of any other indebtedness *of* Assignor to Lender, or (iii) default in the performance *of* any of the covenants set forth in said Loan Documents or this Assignment and, until such demand is made, Assignor is authorized to collect, or continue collecting, said rents, but such privilege to collect, or continue collecting, as aforesaid by Assignor, shall not operate to permit the collection of (and Assignor hereby covenants and agrees with Lender that Assignor will not collect, demand, or receive) any installment of rent more than one (1) month in advance of the date prescribed in said lease or leases for the payment thereof.

The authority and power of Lender to collect the rents from the Property, as set forth herein, may be exercised and said rents collected with or without the taking of possession of the Property, or any part thereof and without the necessity of (but nothing herein contained shall be construed to prohibit) Lender instituting foreclosure of any deed of trust encumbering the Property, and an action upon said Note, or an action upon this Assignment directly against the tenants under the leases assigned herewith.

And in furtherance of this Assignment, Assignor does hereby additionally authorize and empower Lender, by and through its employees, agents, or representatives, at the option of Lender, upon the occurrence of any default, as aforesaid, to enter upon the Property and to collect, in the name of Assignor or in its own name as assignee, the rents accrued but unpaid and in arrears at the date of such default, as well as the rents thereafter accruing and becoming payable during the period this Assignment is operative; and to this end, Assignor further agrees to cooperate and to assist Lender, its employees, agents, or representatives in all reasonable ways with collection of said rents.

Assignor does hereby authorize (but nothing herein shall be deemed to require or obligate) Lender upon such entry, to take over and assume the management, operation, and maintenance of the Property and to perform all acts necessary and proper in its sole discretion and to expend such sums as may be necessary in connection therewith, including the authority to effect new leases, to cancel or surrender existing leases, to alter or amend the terms of existing leases, to renew existing leases, or to make concessions to tenants, Assignor hereby releasing all claims against Lender, arising out of such management, operation, and maintenance. This Assignment is given as additional security for the performance of each and all of the obligations and covenants of the Loan Documents (or any modification, extension or renewal thereof).

Notwithstanding any provision herein to the contrary, however, this Assignment is intended to be an absolute and present assignment from Assignor to Lender, and not merely the passing of a security interest, and the rental payments and other sums due under the aforesaid leases are hereby assigned absolutely by Assignor to Lender. Assignor covenants and represents that it has full right and title to assign all its interest in said leases, and the rents, income, and profits due or to become due thereunder;

that the terms of said leases have not been changed from the terms of any lease submitted to Lender for approval; that no prior assignment of any interest therein has been made; that there are no existing defaults under the provisions thereof; that no rental payments or other sums due under said leases have been prepaid to Assignor other than as disclosed to Lender and that Assignor will not hereafter cancel, alter or modify so as to reduce any tenant's obligations, or surrender or terminate any such lease or any provisions thereof except as may be allowed by its terms, or exercise any option which might lead to such termination, or change, alter, or modify or consent to the release of any party liable thereunder or to the assignment of any such lease, or any interest therein, other than in the ordinary course of business in accordance with the terms of such lease, without the prior written consent of Lender. Assignor understands and agrees that any default under this Assignment shall constitute a default under the Loan Documents.

Lender shall, after payment of all proper charges and expenses, including reasonable compensation to such agents, employees, or representatives as shall be selected or employed, and after the accumulation of a reasonable reserve to meet taxes, assessments, utility rents, and fire and liability insurance in requisite amounts, credit the net amount of income received by it from the premises by virtue of this Assignment to any amounts due and owing to it under the terms of said Loan Documents, but the manner of the application of such net income and what items shall be credited, shall be determined in the sole but reasonable discretion of Lender.

Assignor expressly covenants and agrees with Lender that at the time of the execution and delivery of this Assignment there has been no anticipation or prepayment of any rents in advance by any of the tenants occupying the Property, or any portion thereof, or by any of the lessees in any of the above described leases.

It is further covenanted and agreed that Assignor and its successors or assigns, shall have no right, power, or authority to (and Assignor covenants and agrees with Lender that Assignor shall not) alter, modify, or amend the terms of any of the leases above described in any particular whatsoever so as to reduce the tenant's obligations without first obtaining the consent in writing of Lender to such alteration, modification, or amendment.

The provisions of this instrument shall be binding upon Assignor and its successors and assigns and shall inure to the benefit of Lender, its successors and assigns.

Nothing herein contained shall be construed as making Lender a mortgagee in possession, nor shall Lender be liable for laches, or failure to collect said rents, issues, profits, revenues, royalties, rights, and benefits, and it is understood that Lender is to account only for such sums as are actually collected.

Assignor covenants and agrees with Lender that no tenant need determine whether or not a default has occurred making this Assignment operative, but shall pay over the rent to Lender upon notice from Lender to do so, and upon so doing, shall be relieved from liability therefore to Assignor in all respects.

It is further covenanted and agreed that Assignor will keep, observe, and perform all of the covenants on the part of the lessor to be kept, observed, or performed in any lease affecting any portion of the Property. If the Assignor fails to keep, observe, and perform any covenant of any such lease, Lender shall have the right, at its option, but without obligation to do so, to keep, observe, and perform such covenant on behalf of Assignor, or to declare, without notice, all sums secured by the Loan Documents to be immediately due and payable and avail itself of any and all remedies provided in the Loan Documents in the event of the occurrence of an event of default, and Assignor hereby agrees to indemnify, defend, save and hold harmless Lender from any and all liability arising from any such lease or this Assignment.

In the event Lender should exercise its option to keep, observe, or perform any of the lessor's obligations under any lease affecting the Premises, it shall be entitled to recover from Assignor immediately upon demand any expenses reasonable incurred or amounts advanced in performing such covenants, together with interest at the default rate provided in said Note from the date of such advance. Should the maker of the Note described above fail to repay Lender any such expenses or advances as herein provided, Lender may, at its option, without notice, declare all sums evidenced by the Note to be immediately due and payable and avail itself of any and all remedies provided for in the Loan Documents in the event of the occurrence of an event of default.

IT IS UNDERSTOOD AND AGREED that neither the existence of this Assignment nor the exercise of its privilege to collect said rents, issues, profits, revenues, royalties, rights, and benefits hereunder, shall be construed as a waiver by Lender, or its successors and assigns, of the right to enforce payment of the debt hereinabove mentioned, in strict accordance with the terms and provisions of the Loan Documents for which this Assignment is given as additional security.

This Assignment shall be binding on and inure to the benefit of the heirs, representatives, successors, and assigns of the parties hereto.

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

Investor Nation, GP

By: Stephen Green

Its: Partner

_____ [Space Below This Line For Acknowledgement] _____

State of Tennessee

County of Shelby

Before me, William H. Traviss, of the state and county aforementioned, personally appeared Stephen Green with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be a partner of Investor Nation, GP, the within named bargainor, a partnership, and that he, as such partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as partner.

Witness my hand and seal, this 25th day of March, 2011.

WILLIAM H. TRAVISS
STATE OF TENNESSEE
NOTARY PUBLIC
SHELBY COUNTY

My Commission Expires
November 07, 2012

Notary Public

My Commission Expires:

EXHIBIT A

Legal Description

Lot 372, Section C, Brookhollow Subdivision, Section 24, Township 1 South, Range 8 West, as shown on plat of record in Plat Book 7, Page 46, in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.

Property Address: 74 Hillbrook Drive, Southaven, MS 38671