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ASSIGNMENT OF NOTE, MORTGAGE
AND ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT, made on this the 1st day of JUNE, 1988, by AMSOUTH BANK, N.A., Birmingham, Alabama, ("Assignor"), to UNITED STATES FIDELITY AND GUARANTY COMPANY and FIDELITY AND GUARANTY LIFE INSURANCE COMPANY (collectively, the "Assignee");

WITNESSETH:

That for and in consideration of cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, Assignor does hereby bargain, sell, assign, transfer, and set over unto Assignee, without recourse or warranty, except as set forth herein and in separate Estoppel Certificate, of even date herewith, executed by the Assignor, all of its right, title, and interest in and to the following:

1. That certain Promissory Note bearing date of the 22nd day of July, 1987, in the principal sum of THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00) being payable to the order of Assignor at the main office of Assignor in Birmingham, Alabama, or at such other place as the holder may designate in writing, being executed by DANIEL MEADOW BROOK III, L.P., a Virginia limited partnership, now known as Daniel Meadow Brook III Limited Partnership, doing business in Alabama as DANIEL MEADOW BROOK III, LIMITED PARTNERSHIP ("Borrower"), and being given to evidence the indebtedness secured by the Mortgage and Security Agreement hereinafter described ("Original Note").

2. That certain Amended and Restated Promissory Note ("Amended and Restated Note") bearing date of the 28th day of August, 1987, in the principal sum of ELEVEN MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$11,750,000.00) being payable to the order of Assignor at the main office of Assignor in Birmingham, Alabama, or at such other place as the holder may designate in writing, being executed by Borrower, and being given to evidence the indebtedness secured by the

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Amended and Restated Mortgage hereinafter described.

3. That certain Mortgage and Security Agreement bearing date of the 22nd day of July, 1987, recorded in the Probate Office of Shelby County, Alabama in Real Volume 141, Page 812, executed by Borrower to Assignor for the purpose of securing the payment of the indebtedness in the principal sum and interest evidenced by the Original Note described in paragraph 1 hereinabove, reference being here made to said Mortgage for a particular description of the property thereby conveyed ("Original Mortgage").

4. That certain Amended and Restated Indenture of Mortgage and Security Agreement bearing date of the 28th day of August, 1987, recorded in the Probate Office of Shelby County, Alabama, in Real Volume 148, Page 694, executed by Borrower to Assignor for the purpose of securing the payment of the indebtedness in the principal sum and interest evidenced by the Amended and Restated Note described in paragraph 2 hereinabove, reference being here made to said Amended and Restated Mortgage for a particular description of the property thereby conveyed ("Amended and Restated Mortgage").

5. That certain Assignment of Rents and Leases bearing the date of the 22nd day of July, 1987, recorded in the Probate Office of Shelby County, Alabama in Real Volume 146, Page 701, executed by Borrower to Assignor for the purpose of securing the payment of an indebtedness evidenced by the Original Note described in paragraph 1 hereinabove, reference being here made to said Assignment of Rents and Leases for all of the terms and provisions thereof ("Original Assignment").

6. That certain Amended and Restated Assignment of Leases, Rents and Profits bearing the date of the 28th day of August, 1987, recorded in the Probate Office of

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Shelby County, Alabama, in Real Volume 148, Page 757, executed by Borrower to Assignor for the purpose of securing the payment of an indebtedness evidenced by the Amended and Restated Note described in paragraph 1 hereinabove, reference being here made to said Amended and Restated Assignment for all of the terms and provisions thereof ("Amended and Restated Assignment").

Assignor covenants with and warrants to Assignee that it is the lawful owner and holder of the indebtedness evidenced and secured, respectively, by the aforementioned Original Note, Original Mortgage, Original Assignment, Amended and Restated Note, Amended and Restated Mortgage and Amended and Restated Assignment; that it has a good right to sell and convey the same; that the present unpaid principal balance of the indebtedness evidenced by the aforesaid Amended and Restated Note is the sum of \$ 9,329,497.13, and that interest has been paid thereon to the 1st day of May, 1988. Interest due through June 2, 1988, is \$76,548.57, for a total payoff of \$9,406,045.70,*

IN WITNESS WHEREOF, the AMSOUTH BANK, N.A. has caused this instrument to be executed by its duly authorized officers, on this the day and year first above written.

ATTEST:

John C. Han
Senior Vice President

AMSOUTH BANK, N.A.

By: Robert E. Nesbitt (SEAL)
Name: ROBERT E. NESBITT
Its: Vice President

STATE OF ALABAMA)

Jefferson COUNTY)

I, Diane Henninger, a Notary Public in and for said County in said State hereby certify that Robert E. Nesbitt whose name as Vice President of AmSouth Bank, N.A., 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said association.

Given under my hand and official seal this 1st day of June, 1988.

RECORDING FEES

Recording Fee \$ 7.50

Index Fee 4.00

TOTAL \$ 11.50

Diane Henninger
Notary Public

My Commission Expires: 12-5-88

NOTARY PUBLIC
I CERTIFY THIS
INSTRUMENT WAS FILED

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ded good funds are received by the Assignor by wire transfer 2:00 P.M.
June 2, 1988.