

ASSIGNMENT OF LEASES, RENTS AND PROFITS

THIS ASSIGNMENT OF LEASES, RENTS AND PROFITS (hereinafter referred to as "Assignment") is executed and delivered as of the 28th day of May, 1996, by **CENTURY/CHASE, L.L.C.**, an Alabama limited liability company, (hereinafter referred to as "Assignor"), to and in favor of **NATIONWIDE LIFE INSURANCE COMPANY**, an Ohio corporation having its principal office at One Nationwide Plaza, Columbus, Ohio 43215-2220, Attention: Real Estate Investment, its successors and assigns, (hereinafter referred to as "Assignee").

WITNESSETH:

WHEREAS, Assignor is the present owner in fee simple of certain real property located in Shelby County, Alabama, more particularly described on Exhibit A attached hereto and by this reference made a part hereof (hereinafter referred to as the "Real Property"); and

WHEREAS, Assignee is the owner and holder of a certain Mortgage and Security Agreement of even date herewith (hereinafter referred to as the "Mortgage") encumbering the Real Property and other property more specifically described in the Mortgage (all of which property is referred to herein and in the Mortgage as the "Property"), which Mortgage secures the payment of that certain Mortgage Note of even date herewith in the sum of Three Million Two Hundred Fifty Thousand and No/100 Dollars (\$3,250,000.00) payable to Mortgagee (the "Century Park Note") and that certain Mortgage Note of even date herewith in the sum of Three Million Seven Hundred Fifty Thousand and No/100 Dollars (\$3,750,000.00) payable to Mortgagee (the "Chase Park Note") (said Century Park Note and Chase Park Note being hereinafter collectively referred to as the "Note"); and

WHEREAS, Assignee, as a condition to making the aforesaid loan and to obtain additional security therefor, has required the execution of this Assignment by Assignor; and

NOW THEREFORE, in order to further secure the payment of the indebtedness of Assignor to Assignee evidenced by the Note, and secured by the Mortgage, and in further consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto Assignee all of the leases, rents, issues, profits and income of, from or pertaining to the Property, including, without limitation, any and all fees (hereinafter "Termination Fees") that permit any tenant of the Property to terminate its lease. This Assignment shall include any and all leases or rental agreements that may now be in effect, specifically including without limitation, those leases set forth in Exhibit B attached hereto and by this reference made a part hereof, as well as any future or additional leases or rental agreements, and any renewals or extensions of the same, that may be entered into by Assignor. Assignor hereby agrees to execute and deliver such further assignments of said leases or rental agreements as Assignee may from time to time request.

This Assignment is absolute and effective immediately and without possession. Notwithstanding the foregoing, Assignor shall have a license to receive, collect and enjoy the rents, issues, profits and income accruing from the Property (but excluding any "Termination Fees," which shall be paid directly to Assignee) until a default has occurred under the Note, the Mortgage or any other instrument evidencing

05/30/1996-17423
08:34 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
010 MCD 31.00

Century/Chase

or securing the Note. Upon the occurrence of a default, the license shall cease automatically, without need of notice, possession, foreclosure or any other act or procedure, and all leases, rents, issues, profits and income assigned hereby shall thereafter be payable to Assignee.

PROVIDED ALWAYS that if Assignor shall pay unto Assignee the indebtedness evidenced by the Note, and if Assignor shall duly, promptly and fully perform, discharge, execute, effect, complete, comply with and abide by each of the agreements, conditions and covenants of the Note, the Mortgage, this Assignment and all other instruments executed by Assignor to and in favor of Assignee as further evidence of or as additional security for the indebtedness (hereinafter together referred to as the "Loan Documents"), then this Assignment and the estates and interests hereby granted and created shall terminate.

REPRESENTATIONS AND WARRANTIES OF ASSIGNOR

1. In furtherance of the foregoing assignment, Assignor:

A. Represents and warrants that it is the owner in fee simple of the Property and has good title to the leases, rents, income, issues, and profits hereby assigned and good right to assign the same, and that no other person, entity, firm or corporation has any right, title or interest therein; that Assignor has not previously sold, assigned, transferred, mortgaged or pledged said rents, issues, profits, income and leases of the Property; and that payment of any of the same has not otherwise been anticipated, waived, released, discounted, set off or otherwise discharged or comprised.

B. Except as provided in the Mortgage, agrees and warrants that, without the prior written consent of Assignee, the terms of any and all leases will not be amended, altered, modified or changed in any manner whatsoever, nor will they be surrendered or canceled, nor will any proceedings for dispossession or eviction of any lessee under said leases be instituted by Assignor.

C. Agrees and warrants that no request will be made of any lessee to pay any rent, and no rent will be accepted by Assignor, for more than one month in advance of the date such rent becomes due and payable under the terms of any and all leases, it being agreed between Assignor and Assignee that rent shall be paid as provided in said leases and not otherwise. The foregoing shall not prevent Assignor from charging and collecting security deposits from each tenant leasing space on the Real Property.

D. Authorizes Assignee, by and through its employees or agents or a duly appointed receiver, at its option, after the occurrence of a default under this Assignment, the Note, the Mortgage or any of the other Loan Documents, to enter upon the Property and to collect, in the name of Assignor, as its lawful attorney, or in its own name as Assignee, any rents, income or profits accrued but unpaid and/or in arrears at the date of such default, as well as the rents, income or profits thereafter accruing and becoming payable during the period of the continuance of the said default or any other default. To this end, Assignor further agrees that it will cooperate with and facilitate, in all reasonable ways, Assignee's collection of said rents, income or profits and will, upon request by Assignee, execute a written notice to each tenant, occupant or licensee directing said tenant, occupant or licensee to pay directly to Assignee all income, rents and profits due and payable under said leases; provided, however, that Assignee may notify said tenant, occupant or licensee of the effectiveness of this Assignment without giving notice to Assignor or requesting Assignor to give such notice or join in such notice.

E. Authorizes Assignee, upon such entry, at its option, to take over and assume the management, operation and maintenance of the Property and to perform all acts necessary and proper and to expend such sums out of the income of the Property as in Assignee's sole discretion may be reasonable or necessary in connection therewith, in the same manner and to the same extent as Assignor theretofore might do. Assignor hereby releases all claims against Assignee arising out of such management, operation and maintenance.

F. Agrees to execute, upon the request of Assignee, any and all other instruments requested by Assignee to effectuate this Assignment or to accomplish any other purpose deemed by Assignee to be necessary or appropriate in connection with this Assignment.

G. Assignor agrees and acknowledges that nothing in this Assignment shall be construed to limit or restrict in any way the rights and powers granted to Assignee in the Note, the Mortgage or any of the other Loan Documents. The collection and application of the rents, issues and profits as described herein shall not constitute a waiver of any default which might at the time of application or thereafter exist under the Note, the Mortgage or any of the other Loan Documents, and the exercise by Assignee of the rights herein provided shall not prevent Assignee's exercise of any rights provided under the Note, the Mortgage or any of the other Loan Documents.

ASSIGNEE'S RIGHTS FOLLOWING DEFAULT BY ASSIGNOR

2. Assignee may, after the occurrence of a default as hereinabove provided, from time to time, appoint and dismiss such agents or employees as shall be necessary or reasonable for the collection of the rents, issues and profits derived from the Property and for the proper care and operation of the Property, and Assignor hereby grants to Assignee the authority to give such agents or employees so appointed full and irrevocable authority on Assignor's behalf to manage the Property and to do all acts relating to such management, including, without limitation, the entry into and execution of new leases in the name of Assignor or otherwise, the alteration or amendment of existing leases, the authorization to repair or replace any items necessary in order to maintain the building or buildings and chattels incidental thereto in good and tenantable condition, and the effectuation of such alterations or improvements as in the judgment of Assignee may be reasonable or necessary to maintain or increase the income from the Property. Assignee shall have the sole control of such agents or employees, whose remuneration shall be paid out of the rents, issues and profits as hereinabove provided, at the rate of compensation accepted in the community wherein the Property is situated.

APPLICATION BY ASSIGNEE OF NET INCOME FROM THE PROPERTY

3. Assignee shall, after payment of all proper charges and expenses enumerated under Paragraph 2 above, and after retaining sufficient sums to meet taxes, assessments, utilities and insurance coverages in requisite amounts (including liability, fire and extended coverage), credit the net income received by Assignee from the Property, by virtue of this Assignment, to any amounts due and owing to Assignee by Assignor under and pursuant to the terms of the Note and the Mortgage, but the manner of the application of such net income shall be determined in the sole discretion of Assignee. Assignee shall make a reasonable effort to collect rents, income and profits, reserving, however, within its sole discretion, the right to determine the method of collection and the extent to which enforcement of the collection of delinquent rents, income and profits shall be prosecuted. Notwithstanding the foregoing, no such credit shall be given by Assignee for any sum or sums received from the rents, issues and profits of the Property

until the sums collected are actually received by Assignee at its principal office as stated above (or at such other place as Assignee shall designate in writing), and no credit shall be given for any uncollected rents or other uncollected amounts or bills, nor shall credit be given for any rents, issues and profits derived from the Property under any order of court or by operation of law until such amounts are actually received by Assignee at its principal offices as stated above. The net amount of income received by Assignee hereunder and applied by Assignee to the amounts due and owing by Assignor shall not serve to cure any default under the Note, the Mortgage or any of the other Loan Documents, nor shall any amounts received by Assignee hereunder be in full satisfaction of the indebtedness evidenced by the Note unless such amounts are sufficient to pay such indebtedness in full (including any prepayment premiums, late payment charges and advancements) in accordance with the terms of the Note, the Mortgage and the other Loan Documents.

LIMITATION OF ASSIGNEE'S LIABILITY

4. Assignee shall not be obligated to perform or discharge any obligation under the leases hereby assigned or under or by reason of this Assignment, and Assignor hereby agrees to indemnify and hold Assignee harmless against any and all liability, loss or damage which Assignee might incur under the leases or 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 Assignee's part to perform or discharge any of the terms of such leases, except for claims and demands arising by reason of Assignee's gross negligence or willful misconduct.

REINSTATEMENT AFTER DEFAULT

5. In the event that Assignor shall, with the consent of Assignee, reinstate the indebtedness evidenced by the Note completely in good standing, having complied with all the terms, covenants and conditions of the Note, the Mortgage, this Assignment and all of the other Loan Documents, then, in such event, Assignee shall return possession of the Property to Assignor, and Assignor shall remain in possession of the Property unless and until another default occurs under the Note, the Mortgage, this Assignment or any of the other Loan Documents, at which time Assignee may, at its option, again take possession of the Property under authority of and pursuant to the terms and provisions of this Agreement.

TENANT'S NOTIFICATION OF ASSIGNMENT

6. Upon request by Assignee, at any time, Assignor will deliver a written notice to each of the tenants and lessees of the Property, which notice shall inform such tenants and lessees of this Assignment and instruct them that upon receipt of notice by them from Assignee of the existence of a default by Assignor under the Note, the Mortgage or any of the other Loan Documents, all rent due thereafter shall be paid directly to Assignee.

SATISFACTION OF MORTGAGE; SATISFACTION OF ASSIGNMENT

7. This Assignment shall remain in full force and effect as long as the indebtedness evidenced by the Note and secured by the Mortgage remains unpaid in whole or in part. It is understood and agreed that a complete release or satisfaction of the aforesaid Mortgage shall operate as a complete release or satisfaction of all of Assignee's rights and interest hereunder, and that satisfaction of the Mortgage shall operate to satisfy this Assignment.

EXCULPATION

8. Except as hereinafter provided, the liability of Assignor with respect to the payment of principal and interest under the Note shall be "non-recourse" and, accordingly, Assignee's source of satisfaction of said indebtedness and Assignor's other obligations hereunder and under the other Loan Documents shall be limited to the Property and the Century Park Property (as defined in the Mortgage) and Assignee's receipt of the rents, issues and profits from the Property and/or the Century Park Property, and Assignee shall not seek to procure payment out of any other assets of Assignor or any person or entity comprising Assignor, nor to seek judgment for any sums which are or may be payable under the Note or under any of the other Loan Documents, as well as any claim or judgment (except as hereafter provided) for any deficiency remaining after foreclosure of the Mortgage. Notwithstanding the above, nothing herein contained shall be deemed to be a release or impairment of the indebtedness evidenced by the Note or the security therefor intended by this Assignment and the other Loan Documents or be deemed to preclude Assignee from exercising its rights to foreclose the Mortgage or to enforce any of its other rights or remedies under the Loan Documents.

Notwithstanding the foregoing, it is expressly understood and agreed that the aforesaid limitation on liability shall in no way affect or apply to Assignor's or the Responsible Individuals' (as defined in the Principal's Indemnification Agreement executed in connection with the Note) continued personal liability for all sums due to:

- A. fraud or misrepresentation made in or in connection with the Note or any of the other Loan Documents governing, securing or pertaining to the payment thereof;
- B. failure to pay taxes or assessments prior to delinquency, or to pay charges for labor, materials or other charges which can create liens on any portion of the Property.
- C. the misapplication of (i) proceeds of insurance covering any portion of the Property; or (ii) proceeds of the sale or condemnation of any portion of the Property; or (iii) rentals held or received by or on behalf of the Assignor subsequent to the date on which Assignee makes written demand therefor pursuant to any Loan Document;
- D. causing or permitting waste to occur in, on or about the Property and failure to maintain the Property excepting ordinary wear and tear;
- E. the return to Assignee, of all unearned advance rentals and security deposits paid by tenants of the Property and not refunded to or forfeited by such tenants;
- F. the return to Assignee of any and all fees paid to Assignor by tenants of the Property which fees permit tenants to terminate their leases;
- G. loss by fire or casualty to the extent not compensated by insurance proceeds collected by Assignee;
- H. the return of, or reimbursement for, all Fixtures and Personal Property (as defined in the Mortgage) owned by Assignor taken from the Property by or on behalf of Assignor, out of the

ordinary course of business, and not replaced by personalty of equal or greater value than the original value of the Fixtures or Personal Property so removed;

I. (i) any and all costs incurred in order to cause the Property to comply with the Accessibility Laws (as defined in the Mortgage), and (ii) any indemnity or other agreement to hold Assignee harmless from and against any and all losses, liabilities, damages, injuries, costs and expenses of any kind arising under Paragraph 3 of the Mortgage regarding accessibility for the disabled or handicapped, or under the separate Indemnity Agreement from Assignor to Assignee, provided, however, Assignor shall not be liable for compliance with any Accessibility Laws that first become effective, or for any violation of any Accessibility Laws resulting from alterations or improvements to the Property that are performed, subsequent to Assignee's actually taking possession of the Property pursuant to a foreclosure of the Property or acceptance of deed in lieu thereof, or subsequent to any transfer of ownership of the Property that has the prior written approval of Assignee so long as such transferee assumes in writing all obligations of Assignor with respect to compliance with Accessibility Laws under the Mortgage and Accessibility Indemnity Agreement.

J. all court costs and Reasonable Attorneys' Fees actually incurred which are provided for in the Note or in any other Loan Document governing, securing, or pertaining to the payment of the Note;

K. the obligations of Assignor under any Letter of Credit held by Assignee and/or under any Letter of Credit Agreement executed in connection with the delivery of such Letter of Credit to Assignee; and

L. (i) the removal of any chemical, material or substance, exposure to which is prohibited, limited or regulated by any Federal, State, County, Regional or Local Authority which may or could pose a hazard to the health and safety of the occupants of the Property regardless of the source of its origination; (ii) the restoration of the Property to comply with all governmental regulations pertaining to hazardous waste found in, on or under the Property regardless of the source of origination; and (iii) any indemnity or other agreement to hold the Assignee harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses of any and every kind arising under paragraph 3 of the Mortgage and/or the Indemnity Agreement of even date herewith executed by Assignor. Assignor shall not be liable hereunder if the Property becomes contaminated subsequent to Assignee's acquisition of the Property by foreclosure or acceptance of a deed in lieu thereof or subsequent to any transfer of ownership which was approved or authorized by Assignee pursuant to the Mortgage, provided that such transferee assumes in writing all obligations pertaining to Hazardous Materials (as defined in the Mortgage) pursuant to the Loan Documents. Liability under this subparagraph shall extend beyond repayment of the Note and compliance with the terms of the Mortgage unless at such time Assignor provides Assignee with an environmental assessment report acceptable to Assignee showing the Property to be free of Hazardous Materials (as defined in the Mortgage) and not in violation of Hazardous Waste Laws (as defined in the Mortgage). The burden of proof under this subparagraph with regard to establishing the date upon which such chemical, material or substance was placed or appeared in, on or under the Property shall be upon Assignor.

The obligations of Assignor in subparagraphs A through L above, except as specifically provided in subparagraphs I and L, shall survive the repayment of the Note, and satisfaction of this Assignment.

Notwithstanding the provisions of this Assignment, the Mortgage or the Note to the contrary, including, without limitation, the provisions set forth in this Section 8 entitled "Exculpation", Assignor and the Responsible Individuals shall be personally liable, jointly and severally, for the entire indebtedness evidenced by the Note (including all principal, interest, and other charges) in the event that Assignor (i) violates the covenant governing the placing of subordinate financing on the Property as set forth in the Paragraph 31 of the Mortgage, or (ii) violates the covenant restricting transfers of interests in the Property or transfers of ownership interests in Assignor as set forth in Paragraph 30 of the Mortgage.

CAPTIONS

9. The captions set forth at the beginning of the various paragraphs of this Assignment are for convenience only and shall not be used to interpret or construe the provisions of this Assignment.

MISCELLANEOUS

10. The provisions of this Assignment shall inure to the benefit of Assignee, its successors and assigns, and shall be binding upon Assignor, its heirs, personal representatives, successors and assigns. The creation of rights and powers under this Assignment in favor of, or available to, Assignee shall, in no way whatsoever, be construed to impose concomitant duties or obligations on Assignee in favor of Assignor except as expressly set forth herein.

11. As used herein, the phrase "Reasonable Attorneys' Fees" shall mean fees charged by attorneys selected by Assignee based upon such attorneys' then prevailing hourly rates as opposed to any statutory presumption specified by any statute then in effect in the State of Alabama.

12. This Assignment is executed and delivered as additional security for a loan transaction negotiated and consummated in Jefferson County, Alabama, and is to be construed according to the laws of the State of Alabama and the laws of the United States.

IN WITNESS WHEREOF, Assignor has executed this Assignment under seal as of the day and year first above written.

CENTURY/CHASE, L.L.C.
an Alabama limited liability company

BY: Richard T. Darden
Richard T. Darden
Its Authorized Member

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Richard T. Darden , whose name as Authorized Member of Century/Chase L.L.C., an Alabama limited liability company, is signed to the foregoing Assignment, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Assignment, he, as such Authorized Member, executed the same voluntarily and with full authority for and as the act of said limited liability company, acting in its capacity as aforesaid.

Given under my hand and official seal, this 20th day of ~~May~~ ^{April}, 1996.

Karen L. Fowler
Notary Public
My Commission Expires: January 18, 2000

This instrument was prepared by and, upon recording, should be returned to Darin W. Collier, BURR & FORMAN, 420 North 20th Street, Suite 3100, Birmingham, Alabama 35203.

EXHIBIT A

Legal Description of Property

PARCEL I:

Lots 1 and 2, according to the Survey of Chase Park South, as recorded in Map Book 8, page 61, in the Probate Office of Shelby County, Alabama.

PARCEL II:

Commence at the northeast corner of the northeast quarter of the southeast quarter of Section 19, Township 19 South, Range 2 West; thence run west along the north line of said quarter section line for a distance of 4622.16 feet; thence turn an angle left of 90 degrees 00 minutes 00 seconds and run south for a distance of 88.78 feet to the POINT OF BEGINNING; thence turn an angle to the left of 120 degrees 42 minutes 25 seconds and run north 59 degrees 17 minutes 35 seconds east for a distance of 514.92 feet to a point on the southwesterly right-of-way line of Parkway River Road; thence turn an angle to the right of 84 degrees 26 minutes 00 seconds and run south 36 minutes 16 minutes 25 seconds east for a distance of 160.90 feet to the point of beginning of a curve to the right, said curve having a central angel of 92 degrees 49 minutes 00 seconds, a radius of 170.00 feet, a chord distance of 246.25 feet, and a chord bearing of south 10 degrees 08 minutes 05 seconds west; thence run along the arc of said curve of the southwesterly, westerly, and northwesterly right-of-way line of Parkway River Road for a distance of 275.39 feet to the point of tangent of said curve; thence run south 56 degrees 22 minutes 35 seconds west along the northwesterly right-of-way line of Parkway River Road for a distance of 116.87 feet to the point of beginning of a curve to the left, said curve having a central angle of 31 degrees 00 minutes 00 seconds, a radius of 280.00 feet, a chord distance of 149.65 feet and a chord bearing of south 41 degrees 02 minutes 35 seconds west; thence run along the arc of said curve and along the northwesterly right-of-way line of Parkway River Road for a distance of 151.50 feet to the point of tangent of said curve; thence run north 46 degrees 12 minutes 25 seconds west for a distance of 413.96 feet to the POINT OF BEGINNING.

EXHIBIT B

C:\BSCROW\ (2.004)

RENT ROLL
CHASE PARK

03/08/96

PPTY	UNIT	CODE	TENANT NAME	SQFT	RENT POTENTIAL	RENT ACTUAL	RENT/SQ	DEPOSIT	MOVE IN	LEASE EXPIRES	NEXT INC
LLCHA	B100-100	TAC	TACALA INC.	5,278	4,838	4,838	11.00		02/10/96	02/28/99	03/01/97
LLCHA	B100-110	RQI	Equifax Services, Inc.	450	394	394	10.50	683	04/15/95	04/30/98	05/01/96
LLCHA	B100-118	CMR	CMS Research	2,085							08/31/94
LLCHA	B100-120		VACANT	1,232							
LLCHA	B100-122	UOC	UNION OIL CO. OF CA	618	593	593	11.51		10/01/94	09/30/97	
LLCHA	B100-124	NSR	NORFOLK SOUTHERN RAILROA	421	403	403	11.50	386	08/01/94	09/30/96	10/31/95
LLCHA	B100-128	NSS	NSS TECHNOLOGIES CORPORA	1,250	1,198	1,198	11.50	1,198	05/15/94	05/31/97	
LLCHA	B100-200	DHC	DANIS HEAVY CONSTRUCTION	4,700	3,807	3,807	9.72		08/19/94	07/31/99	09/01/94
LLCHA	B100-206	SBM	Southern Building Mainte	723	699	699	11.60		02/01/96	01/31/97	
LLCHA	B100-208		VACANT	264							
LLCHA	B100-210		VACANT	435							
LLCHA	B100-220	PFS	PHOENIX FINANCIAL SERVIC	3,000	3,000	3,000	12.00	2,825	12/01/94	12/31/99	01/01/96
LLCHA	B100-250	CHA	CHURCH OF THE HOLY APOST	2,285	1,904	1,904	10.00	1,904	04/01/95	03/31/00	04/01/96
LLCHA	B200-100	CMS	CMS RESEARCH CORP.	7,405	8,992	8,992	14.57	6,543	10/01/90	10/31/98	11/01/96
LLCHA	B200-200	GSA		7,863	7,208	7,208	11.00		01/01/95	12/31/99	01/01/96
LLCHA	B300-100	LTI	Lucent Technologies, Inc	19,014	17,826	17,826	11.25		09/01/80	08/31/99	08/01/95
LLCHA	B400-100	BAP	BELLSOUTH AD. AND PUB. C	58,263	56,661	56,661	11.67		07/28/81	07/27/96	
LLCHA	B500-100		VACANT	1,463							
LLCHA	B500-102	HRP	HOLNAM RAINBOW PRODUCTS	1,178	1,031	1,031	10.50	888	09/01/89	10/31/96	11/01/95
LLCHA	B500-104	FDO	FOOTLOCKER DISTRICT OFFI	557	557	557	12.00		02/01/89	07/31/96	08/01/94
LLCHA	B500-106		VACANT	617							
LLCHA	B500-108		VACANT	1,586							
LLCHA	B500-110	CSS	CORPORATE SPECIAL SERVIC	1,393	1,451	1,451	12.50	1,335	12/01/88	08/31/95	09/01/94
LLCHA	B500-128	ASW	AUTOMATIC SWITCH	1,522	1,459	1,459	11.50		09/01/85	07/31/99	
LLCHA	B500-130		VACANT	3,790							
LLCHA	B500-140	AT2	AT&T - LEASE ADMINISTRAT	610	610	610	12.00		04/01/95	04/01/98	
LLCHA	B500-150	BEN	WILLIAMS ENGINEERING	5,148	4,719	4,719	11.00	4,719	12/01/94	02/28/00	03/01/98
LLCHA	B500-200	BSC	BELLSOUTH COMMUNICATIONS	18,989	15,824	15,824	10.00		04/01/95	03/31/02	04/01/97
				-----	-----	-----	-----	-----			
				152,139	133,173	133,173	10.50	20,481			

The foregoing is a certified listing of current leases.



Richard T. Darden

Inst # 1996-17423

05/30/1996-17423
08:34 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
D10 MCD 31.00