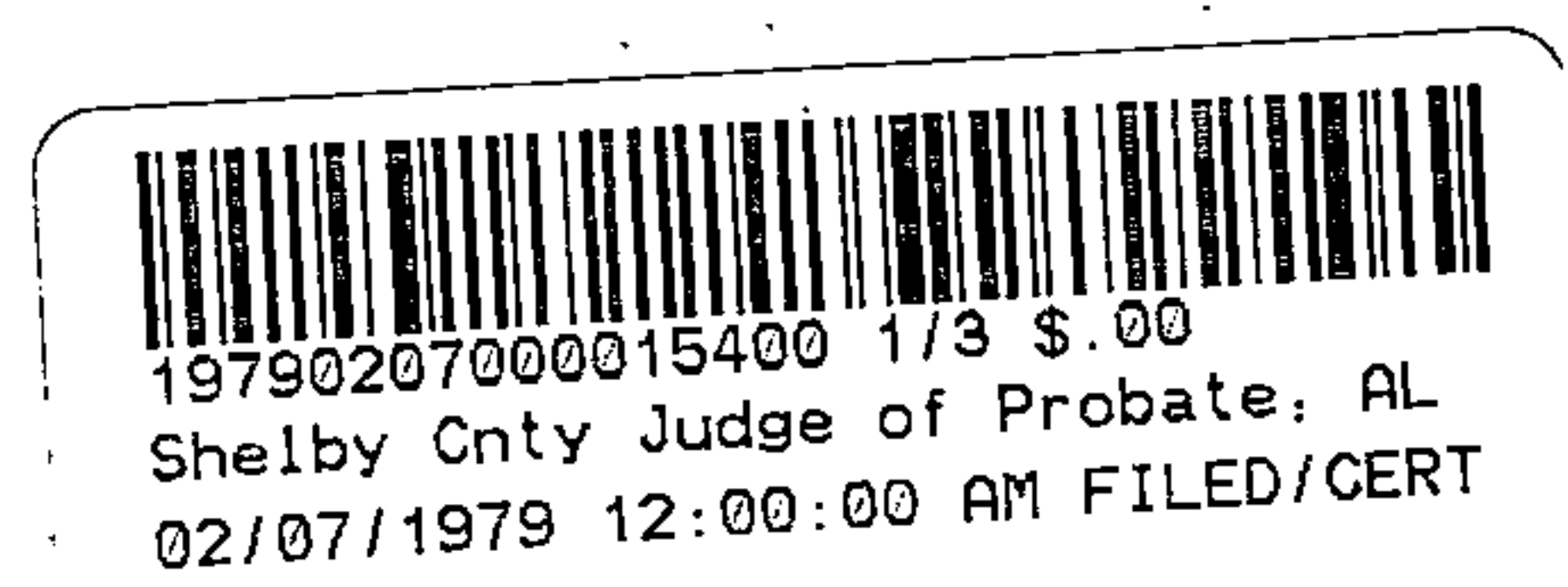


STATE OF ALABAMA)

JEFFERSON COUNTY)

ASSIGNMENT



WHEREAS, On December 29, 1977, Shelby Mart, Ltd., an Alabama limited partnership, executed and delivered to the First National Bank of Birmingham, a national banking association with principal offices in Birmingham, Alabama, its promissory note in the amount of \$1,120,000.00, said note evidencing a future advance loan in such amount (the "Note"); and

WHEREAS, the Note is secured by mortgage of even date therewith on certain real property situated in Shelby County, Alabama, said mortgage being recorded at Book 373, Page 108, et seq. in the Probate Office of Shelby County, Alabama, as amended by that certain Correction Mortgage recorded at Book 377, Page 647, et seq., in said Probate Office (the "Mortgage"); and

WHEREAS, the Note is additionally secured by an Assignment of Rents and Leases of even date therewith with respect to the following described leases on the real property subject to the Mortgage, said Assignment of Rents and Leases being recorded at Book 25, Page 60 et. seq. in the Probate Office of Shelby County, Alabama (the "Assignment"), to-wit:

- (1) That certain lease to Winn-Dixie Montgomery, Inc. as lessee dated July 21, 1977, a short form thereof appearing of record in Book 308 at Page 454, Office of the Judge of Probate of Shelby County, Alabama, as amended by Amendment to Lease dated December 19, 1977, and as further amended by Second Amendment to Lease And First Amendment To Short Form Lease dated April 27, 1978 and recorded at Book 311 Page 942 et. seq. in said Probate Office (the "Winn-Dixie Lease"); and

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(2) That certain lease to Eckerds-Alabama, Inc. dated August 10, 1977, as amended by Amendment Of Lease dated December 19, 1977, and as further amended by Amendment Of Lease dated April 21, 1978 (the "Eckerds-Alabama Lease").

WHEREAS, an additional Assignment Of Lease and Rentals was entered into January 25, 1979 in favor of the undersigned, as assignee, with respect to the Winn-Dixie Lease, (the "Winn-Dixie Assignment"); and

WHEREAS, the Note has been purchased by Liberty National Life Insurance Company, a corporation, and The First National Bank of Birmingham desires to set over and assign to Liberty National Life Insurance Company, as additional consideration for the purchase price thereof, all of its right, title and interest as mortgagee under the Mortgage, and as assignee under the Winn-Dixie Lease and the Eckerds-Alabama Lease pursuant to the terms of the Assignment and the Winn-Dixie Assignment.

NOW, THEREFORE, in consideration of the premises, and the terms and conditions hereinafter contained, The First National Bank of Birmingham does hereby assign, transfer and deliver unto Liberty National Life Insurance Company all of its right, title and interest in and to the Mortgage, the Assignment and the Winn-Dixie Assignment, together with any privileges conferred thereby or existing thereunder.

This 6 day of February, 1979.

THE FIRST NATIONAL BANK OF BIRMINGHAM

By: *William E. Calhoun*

Its *Vice President*



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Shelby Cnty Judge of Probate, AL
02/07/1979 12:00:00 AM FILED/CERT

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STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that WILLIAM E. COLEMAN whose name as VICE PRESIDENT of The First National Bank of Birmingham, a national banking association, 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, as such officer, and with full authority, executed the same for and as the act of said association.

Given under my hand and seal this 10TH day of February, 1979.

James H. ...
Notary Public
Notary Public, Alabama State at ...
My Commission Expires July 12, 1981
Recorded by ...

19790207000015400 3/3 \$.00
Shelby Cnty Judge of Probate, AL
02/07/1979 12:00:00 AM FILED/CERT

STATE OF ALA. SHELBY CO.
I HEREBY FILE
... FILED

1979 FEB 7 PM 2:33

Thomas A. ...
JUDGE OF PROBATE

Rec. 4.50
Ind. 1.00
5.50

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