

ASSIGNMENT OF RENTS AND LEASES

Dated as of July 1, 1985

KNOW ALL MEN BY THESE PRESENTS THAT

ROYAL OAKS, LTD., an Alabama limited partnership (hereinafter called the "Assignor"), whose mailing address is 1813 First Avenue North, Birmingham, Alabama 35203, in consideration of Ten Dollars paid by SouthTrust Bank of Alabama, National Association (hereinafter, together with its successors and assigns, called the "Assignee"), whose mailing address is Post Office Box 2554, Birmingham, Alabama 35290, Attention: Real Estate Department, hereby conveys, transfers and assigns unto the Assignee, its successors and assigns, all the rights, interest and privileges, which the Assignor, as lessor, has and may have in the leases now existing or hereafter made and affecting the real property described below or any part thereof, as said leases may have been or may from time to time be hereafter, modified, extended and renewed, with all rents, income and profits due and becoming due therefrom. The Assignor will, on request of, the Assignee, execute assignments of any future leases affecting any part of said premises.

This Assignment is made as additional security for the obligations of the Assignor under a certain Loan Agreement dated as of July 1, 1985 (the "Agreement") by and between the Assignor and the Assignee, and under a certain promissory note (the "Note") in the principal amount of \$5,200,000, delivered by the Assignor to the Assignee pursuant to the Agreement. Said Agreement and Note are secured by a certain Mortgage and Security Agreement dated as of July 1, 1985 (the "Mortgage") from the Assignor to the Assignee. The Mortgage constitutes a lien on and otherwise relates to real estate situated in Shelby County, Alabama, described in Exhibit A attached hereto, and described in said Mortgage (said real estate and the improvements thereon located being hereinafter referred to as the "Project"), and the acceptance of this Assignment and the collection of rents or the

This instrument prepared by:

John L. Tuohy, Esq.  
Chapman and Cutler  
111 West Monroe Street  
Suite 1400  
Chicago, Illinois 60603

*Balch, Bingham*

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payments under the leases hereby assigned shall not constitute a waiver of any rights of the Assignee under the terms of the Mortgage, or as a release of any of Assignor's obligations under the terms of the Agreement or this Assignment. By acceptance hereof Assignee expressly acknowledges and agrees that until an Event of Default occurs under this Assignment, the Agreement, the Mortgage, or any of the other Loan Documents or a default by the Assignor as lessor under any lease or sublease of any portion of the Project occurs, or is alleged to have occurred, the Assignor shall have and the Assignee hereby grants the Assignor a license to collect said rents, income and profits, from the aforementioned leases or subleases and to retain the use of and to enjoy the same. Upon the occurrence of an Event of Default under this Assignment, the Agreement, the Mortgage, or any of the loan documents, or default by the Assignor as lessor under any leases occurs, whether before or after the time the indebtedness secured hereby shall be declared to be due and payable or the Assignee shall exercise any default remedies contained in the Agreement, the Indenture or any of the loan documents or whether before or after the entry of any decree of sale, the license hereby granted the Assignor shall be terminated in whole or whatever extent shall be designated by the Assignee in writing from time to time and upon such termination the Assignor shall surrender immediately to the Assignee all of the premises and all leases to the extent that Assignor's license with respect thereto shall have been terminated.

In furtherance of the foregoing Assignment and without in any way limiting the right of the Assignee to terminate Assignor's license under the above paragraph, Assignor hereby irrevocably appoints and constitutes Assignee its true and lawful attorney-in-fact with full power of substitution for and on behalf of Assignor and hereby authorizes Assignee, by its employees or agents, to enter upon and take possession of the premises or the Project and the improvements thereon from and after the occurrence of an Event of Default and to collect, in the name of Assignor or in its own name as Assignee, all or any rents accruing and becoming payable during the period of the continuance of the Agreement, to let or re-let the premises or the Project and the improvements thereon or any part thereof, to cancel and modify leases or subleases, evict tenants, bring or defend any suits in connection with the possession of the premises or the Project and the improvements thereon in its own name or Assignor's name, to make such repairs as Assignee deems appropriate and to perform such other acts in connection with the management and operation of the premises or the Project and the improvements thereon as Assignee, in its discretion, may deem proper, and to this end, Assignor further agrees that it will facilitate in all reasonable ways Assignee's collection of the rents, and will execute a written notice to each tenant directing the tenant to pay rent to Assignee, but this assignment shall become operative without the execution of any such notice.

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The Assignor hereby authorizes the Assignee, at its option, to enter and take possession of the Project and to manage and operate the same, to collect all or any rents accruing therefrom and from said leases, to let or re-let said premises or any part thereof, to cancel and modify leases, evict tenants, bring or defend any suits in connection with the possession of said premises in its own name or Assignor's name, make repairs as Assignee deems appropriate, and perform such other acts in connection with the management and operation of said premises as the Assignee, in its discretion, may deem proper; provided, however, the Assignee shall not exercise such rights until an Event of Default has occurred.

The receipt by the Assignee of any rents, issues or profits pursuant to this instrument after the institution of foreclosure proceedings under the Mortgage shall not cure such default nor affect such proceedings or any sale pursuant thereto. Upon foreclosure of the Mortgage (for which this Assignment of Rents and Leases serves as additional security), it is understood by both Assignor and Assignee that Assignee's rights under this Assignment continue through the period of foreclosure.

Assignee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Assignor under any of said leases, and the Assignor hereby agrees to indemnify the Assignee for, and to save it harmless from, any and all liability arising from any of said leases or from this Assignment, other than arising from the Assignee's own negligence, and this Assignment shall not place responsibility for the control, care, management or repair of said premises upon the Assignee, or make the Assignee responsible or liable for any negligence in the management, operation, upkeep, repair or control of said premises resulting in loss or injury or death to any tenant, licensee, employee or stranger.

The Assignor covenants and represents that said Assignor has full right and title to assign 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 in the copies of said leases submitted to the Assignee for approval, that no other assignment of any interest therein has been made, that there are no existing defaults under the provisions thereof, and that said Assignor will not hereafter cancel, surrender or terminate any of said leases, or exercise any option which might lead to such termination or change, alter or modify them or consent to the release of any party liable thereunder or to the assignment of the lessees' interest in them without the prior written consent of the Assignee.

The Assignor hereby authorizes the Assignee to give notice in writing of this Assignment at any time to any tenant under any of the said leases.

Violation of any of the covenants, representations and provisions contained herein by the Assignor, and the continuation of such violation for a period of thirty days after Assignor shall have received notice thereof, shall be deemed an Event of Default under the terms of the Agreement and the Mortgage.

Default by the Assignor under any of the terms of the leases assigned herein of which the Assignor has received notice from the tenant and has not expeditiously cured such default shall be deemed an Event of Default under the terms of the Agreement and the Mortgage. Any expenditures made by the Assignee in curing such a default on the Assignor's behalf, with interest thereon at the highest rate for which it is now lawful to contract, shall become part of the debt secured by these presents.

The full payment of the Note and the full performance of the Agreement and the Mortgage and the duly recorded release or reconveyance of the property described therein shall render this Assignment void.

The net proceeds collected by the Assignee under the terms of this instrument shall be applied as provided in the Mortgage.

Notwithstanding any provisions herein to the contrary, this Assignment of Rents and Leases is intended to be an absolute assignment from Assignor to Assignee and not merely the passing of a security interest. The rents and leases are hereby assigned by Assignor to Assignee, subject to the terms and conditions contained herein.

This Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns, as well as any subsequent owner of the real estate described herein and any assignee of the Mortgage.

The Assignor hereby consents to the assignment, which is contemplated to occur simultaneously with the execution and delivery hereof, by the Assignee of all of its right, title and interest hereunder to First Alabama Bank, as Trustee (the "Trustee") under Indenture of Trust dated as of July 1, 1985.

In the event that the Trustee shall draw upon both of the Letters of Credit (as defined in the Agreement), and in the further event that any indebtedness secured hereby remains outstanding, this Assignment shall be and become junior and subordinate to the lien of the Bank Mortgage (as defined in the Agreement). This subordination shall be automatic and shall require no additional certificate or other showing by the Assignee.

Anything in this Assignment, the Agreement, the Note or the Mortgage to the contrary notwithstanding and irrespective of any breach, incompleteness or inaccuracy of any statement, certification, representation, warranty, covenant, agreement or understanding of any nature whatsoever made by the Assignor or any general or limited partner of the Assignor, no recourse shall be had for the payment of the principal of, premium, if any, or interest on the Note or for any claim based thereon or otherwise in respect thereof or based on or in respect of the Agreement against any general or limited partner of the Assignor, either directly or through the Assignor or through any predecessor or successor partnership of the Assignor, or under any rule of law, statute or constitution, or by the enforcement of any assessment or penalty, or otherwise; it being expressly understood that the Note and all obligations of the Assignor under this Assignment, the Loan Agreement, the Note and the Mortgage are solely nonrecourse obligations as to any general or limited partner and that all such liability of such general or limited partners, is and is to be, by the acceptance of this Assignment, the Loan Agreement and the Note by the Issuer, expressly waived and released as a condition of, and as consideration for, the execution and delivery of this Assignment, the Agreement, the Note and the Mortgage; provided, however, that nothing contained herein or in the Note shall constitute a waiver of any indebtedness evidenced by this Assignment, the Agreement or the Note or shall be taken to prevent the enforcement by way of specific performance or recourse to and the enforcement of the Mortgage against the premises mortgaged thereby or any part thereof, or the leases assigned in this Assignment, of all liabilities, obligations and undertakings of the Assignor contained in this Assignment, the Agreement or in the Note; and further provided, however, that nothing contained herein shall limit or affect the liability of the guarantor or guarantors under the Special Guaranty Agreement dated as of July 1, 1985 relating to the Bonds described in the Loan Agreement; and further provided, however, that the Assignor shall at all times be fully and personally liable for (a) fraud or misrepresentations, and (b) the misapplication of (1) proceeds paid under any insurance policies by reason of damage, loss or destruction to any portion of the Mortgaged Property (as defined in the Mortgage), to the full extent of such proceeds, (2) proceeds or awards resulting from the condemnation or other taking in lieu of condemnation of any portion of the Mortgaged Property (as defined in the Mortgage), to the full extent of such proceeds or awards, or (3) income, rents, issues, profits and revenues arising or issuing from or out of the Mortgaged Property (as defined in the Mortgage), from and after the revocation of the license granted by Assignee to Assignor to collect and apply proceeds otherwise belonging to the Assignee hereunder.

IN WITNESS WHEREOF, the said Assignor, ROYAL OAKS, LTD.,  
has caused its general partners to sign this instrument for and on  
behalf of the limited partnership on as of the day and year first  
above written.

ROYAL OAKS, LTD.

By

V. M. C. H.  
Its General Partner

By

Sam R. Beaver  
Its General Partner

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STATE OF ALABAMA

COUNTY OF SHELBY

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I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William C. Hulsey and Sims R. Beavers, whose names as general partners of ROYAL OAKS, LTD., an Alabama limited partnership, are signed to the foregoing Assignment of Rents and Leases and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such general partners and with full authority, executed the same voluntarily for and as the act of said limited partnership.

GIVEN under my hand and official seal of office this 24th day of July, 1985.

Lynn J. Magard  
Notary Public

(SEAL)

My Commission Expires: 5/26/86

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## EXHIBIT A

(to Assignment of Rents and Leases)

Description of Real Property

The real estate located in the County of Shelby, State of Alabama, described as follows:

DESCRIPTION: Commence at the Southeast corner of the Northwest Quarter of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama; thence run in a Westerly direction along the South line of said Quarter Section for a distance of 2,300.55 feet; thence turn an angle to the right of 86 degrees and run in a Northwesterly direction along the Northeasterly right-of-way line of U.S. Highway #31 South for a distance of 1,096.84 feet; thence turn an angle to the right of 101 degrees, 03 minutes, 10 seconds and run in an Easterly direction for a distance of 346.16 feet; thence turn an angle to the left of 71 degrees, 19 minutes, 50 seconds and run in a Northeasterly direction for a distance of 580.0 feet; thence turn an angle to the right of 18 degrees, 59 minutes, 22 seconds and run in a Northeasterly direction for a distance of 525.54 feet; thence turn an angle to the right of 101 degrees, 40 minutes, 03 seconds and run in a Southeasterly direction for a distance of 526.96 feet; thence turn an angle to the right of 31 degrees, 30 minutes and run in a Southeasterly direction for a distance of 176.65 feet; thence turn an angle to the right of 0 degrees, 14 minutes, 53 seconds and run in a Southeasterly direction 60.00 feet to the point of beginning of the following described curve; thence turn an angle from the last described course to the left of 90 degrees to the tangent of a curve to the left having a central angle of 26 degrees, 08 minutes, 31 seconds and the radius of 438.82 feet; thence run along the arc of said curve in a Northeasterly direction 200.21 feet to the point of beginning; from the point of beginning thus obtained, thence turn an angle to the right from the tangent, if extended to the last described curve, of 98 degrees, 10 minutes, 47 seconds and run in a Southeasterly direction 453.07 feet; thence turn an angle to the left of 79 degrees, 02 minutes and run in a Northeasterly direction 437.50 feet; thence turn an angle to the left of 69 degrees, 12 minutes and run in a Northeasterly direction 106.97 feet; thence turn an angle to the right of 69 degrees, 12 minutes and run in a Northeasterly direction 135.01 feet; thence turn an angle to the right of 51 degrees, 22 minutes, 30 seconds and run in a Southeasterly direction 128.00 feet; thence turn an angle to the left of 51 degrees, 22 minutes, 30 seconds and run in a Northeasterly direction 506 feet; thence turn an angle to the left of 92 degrees, 14 minutes and run in a Northwesterly direction 128 feet; thence turn an angle to the left of 31 degrees, 36 minutes, 13 seconds and run in a Northwesterly direction 200 feet; thence turn an angle to the left of 35 degrees, 58 minutes, 40 seconds and run in a Northwesterly direction 82.00 feet; thence turn an angle to the right of 66 degrees, 44 minutes, 03 seconds and run in a Northwesterly direction 190 feet; thence turn an angle to the left of 49 degrees, 03 minutes, 36 seconds and run in a Northwesterly direction 256.06 feet to a point on the South right-of-way line of Woods of Riverchase Drive; thence turn an angle to the left of 63 degrees, 36 minutes, 40 seconds to the tangent of a curve to the left, having a central angle of 1 degree, 25 minutes, 23 seconds and a radius of 382.25 feet; thence run along the arc of said curve to the left in a Southwesterly direction along said South line of Woods of Riverchase Drive 9.49 feet to the end of said curve; thence continue along the tangent, if extended to the last described curve, and run in a Southwesterly direction along the South line of said Woods of Riverchase Drive 61.24 feet to the point of beginning of a curve to the right, said curve having a central angle of 45 degrees, 57 minutes, 43 seconds and a radius of 402 feet; thence run along the arc of said curve to the right along said right-of-way line in a Southwesterly direction 322.48 feet to the end of said curve and the point of beginning of a curve to the left, said curve having a central angle of 62 degrees and a radius of 342 feet; thence run along the arc of said curve to the left and along said right-of-way line in a Southwesterly direction 370.08 feet to the end of said curve and the point of beginning of a curve to the right, said curve having a central angle of 24 degrees, 03 minutes, 59 seconds and a radius of 438.82 feet; thence run along the arc of said curve to the right along said right-of-way line in a Southwesterly direction 184.32 feet to the point of beginning, said parcel containing 648,965 square feet.

## RECORDING FEES

Marriage Tax	_____
Deed Tax	_____
Mineral Tax	_____
Recording Fee	<u>20.00</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>21.00</u>

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1985 JUL 24 PM 2:10

*[Signature]*  
JUDGE OF THE COURT