

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

1473

ASSIGNMENT OF RENTS AND LEASES

KNOW ALL MEN BY THESE PRESENTS THAT DANIEL MEADOWS PARTNERSHIP, a Virginia general partnership, hereinafter called the assignor, in consideration of One Dollar paid by AETNA LIFE INSURANCE COMPANY, hereinafter called the assignee, hereby conveys, transfers and assigns unto the assignee, its successors and assigns, all the rights, title, 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, including, but not limited to all tenant leases now existing or hereafter executed affecting the real property described in Exhibit "A" attached hereto as said leases may have been, or may from time to time be hereafter, modified, renewed and extended under any options or otherwise, with all rents, income and profits collected or 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 payment of a certain note and mortgage (and all extensions or modifications thereof) made by Daniel Meadows Partnership to Aetna Life Insurance Company in the sum of Five Million and No/100 Dollars (\$5,000,000) with interest, dated contemporaneously herewith, covering real property situated in Shelby County, Alabama, ("Note" and "Mortgage") as is more particularly described in Exhibit "A" attached hereto, and the acceptance of this assignment and the collection of rents or the payments under the leases hereby assigned shall not constitute a waiver of any rights of the assignee under the terms of said Note and Mortgage. And it is expressly understood and agreed by the parties hereto that before default occurs under the terms of said Note and Mortgage, assignor shall have the right to collect said rents, income and profits from the aforementioned leases and to retain, use and enjoy the same, provided, however, that even before default occurs no rent not due under the terms of any of said leases shall be collected or accepted without the prior written consent of the assignee. Anything to the contrary notwithstanding assignor hereby assigns to assignee any award made hereafter to it in any court procedure involving any of the leases in any bankruptcy, insolvency, or reorganization proceedings in any state or Federal court, and any and all payments made by lessees in lieu of rent. Assignor hereby appoints assignee as its irrevocable attorney in fact to appear in any action and/or to collect such award or payment.

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The assignor, in the event of default in the performance of any of the terms and conditions of said Note and Mortgage, hereby authorizes the assignee, at its option, to enter and take possession of the mortgaged premises 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.

The receipt by the assignee of any rents, issues or profits pursuant to this instrument after the institution of foreclosure proceedings under said Mortgage shall not cure such default nor affect such proceedings or any sale pursuant thereto.

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, 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, invitee, employee, stranger, or trespasser.

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, 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 leases' interest in them without the prior written consent of the assignee.

Assignor hereby authorizes the assignee to give notice in writing of this assignment at any time to any tenant under any of said leases.

Violation of any of the covenants, representations and provisions contained herein by the assignor shall be deemed a default under the terms of said Note and Mortgage.

Default by the assignor under any of the terms of the leases assigned herein shall be deemed a default under the terms of said Note and Mortgage. Any expenditures made by the assignee in curing such a default on the assignor's behalf, with interest thereon at a rate equal to the lesser of (a) a rate equal to six percentage points (6%) in excess of the rate of interest set forth in the Note, including accrued interest, or (b) at the highest rate allowed under the State of Alabama, shall become part of the debt secured by these presents.

The full performance of said 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 in reduction of the entire indebtedness from time to time outstanding and secured by said Mortgage.

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 referred to herein.

Notwithstanding any provision herein to the contrary, this Assignment of Rents and Leases is intended to be an absolute and irrevocable present assignment from assignor to assignee and not merely the passing of a security interest.

It is expressly understood and agreed by assignor and assignee hereof that said assignee reserves, and is entitled to collect, said rents, income and profits upon, (but not more than two months in advance) and to retain, use, and enjoy the same unless and until an event of default pursuant to the Note and Mortgage occurs or until the violation of any term, condition or agreement of this assignment.

Assignor hereby authorizes and directs the tenants under the aforesaid leases, upon demand by assignee, to make payments to assignee of rents and other sums due and to be due under their respective lease, without requiring the tenants to determine their right to do so. Assignor grants and conveys to assignee all of its rights in any and all agreements guaranteeing or securing the tenant's obligations under the aforesaid leases.

This assignment is being delivered to assignee in the State of Alabama, and shall be governed by, and construed in accordance with, the laws of the State of Alabama. Any provisions of this assignment which may be enforceable or invalid under any law shall be ineffective to the extent of such unenforceability or invalidity without affecting the enforceability or validity of any other provision hereof.

Notwithstanding any provision hereof to the contrary, the liability of the undersigned with respect to principal and interest due under the Note shall be "non-recourse," and in the event of any default in the terms and conditions of the Note, assignee may pursue such remedies as are available under the Note, the Mortgage, hereunder or under the laws of the State of Alabama, to have the property serving as security for the indebtedness evidenced by the Note applied toward the satisfaction of such indebtedness, but following any such application, no deficiency judgment for any unsatisfied amount of principal and interest owed under the Note or under the Mortgage shall be rendered against the undersigned.

IN WITNESS WHEREOF, the said assignor, Daniel Meadows Partnership, has caused this instrument to be executed by its duly authorized general partner and sealed on this 19th day of June, 1986.

DANIEL MEADOWS PARTNERSHIP, a
Virginia general partnership

By The Meadows Partnership, a
Virginia general partnership,
Its General Partner

By Daniel Realty Investment
Corporation - Meadows,
Its General Partner

By: [Signature]

Its: Vice President

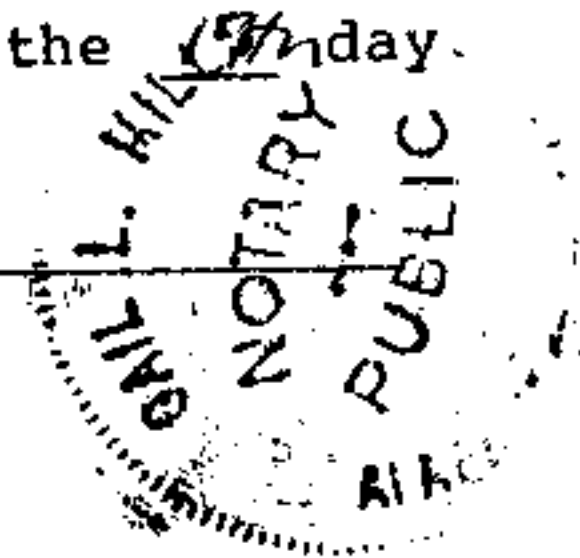
STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Stephen E. Monk as vice-president of Daniel Realty Investment Corporation - Meadows, as general partner of The Meadows Partnership, as general partner of Daniel Meadows Partnership, a Virginia general partnership is

signed to the foregoing Assignment of Rents and Leases and who is known to me, acknowledged before me on this day that being informed of the contents of this instrument, he as such officer and with full authority executed the same voluntarily for and as the act of said corporation as general partner of The Meadows Partnership, as general partner of Daniel Meadows Partnership, a Virginia general partnership.

Given under my hand and official seal this the 19th day of June, 1986.

Gail L. Mills
Notary Public



This instrument prepared by:

Gail L. Mills
Burr & Forman
1600 Bank for Savings Building
Birmingham, Alabama 35203

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EXHIBIT A

PARCEL I:

Description of a parcel of land situated in the Southeast Quarter of the Northwest Quarter of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

From the Southwest corner of said quarter-quarter section, run thence in a Northerly direction along the West line of said quarter-quarter section for a distance of 882.30 feet; thence turn an angle to the right of 91 degrees 17 minutes 06 seconds and run in an Easterly direction for a distance of 198.02 feet to the point of beginning of the parcel herein described; thence continue in an Easterly direction along the same course as before for a distance of 1001.66 feet; thence turn an angle to the right of 90 degrees and run in a Southerly direction for a distance of 307.97 feet to the beginning of a curve to the right, said curve to the right having a radius of 545.12 feet, and a central angle of 62 degrees 38 minutes 49 seconds and being concave to the Northwest; thence run along the arc of said curve in a Southerly to Southwesterly direction for a distance of 596.03 feet to the end of said curve; thence run in a Southwesterly direction tangent to said curve for a distance of 166.48 feet; thence turn an angle to the right of 26 degrees 18 minutes 34 seconds and run in a Westerly direction for a distance of 347.77 feet; thence turn an angle to the right of 63 degrees 41 minutes 26 seconds and run in a Northwesterly direction for a distance of 136.63 feet to the beginning of a curve to the right, said curve to the right having a radius of 1682.21 feet and a central angle of 17 degrees 35 minutes 45 seconds and being concave to the Northeast; thence run in a Northwesterly direction along the arc of said curve for a distance of 516.62 feet to end of said curve and the beginning of a second curve to the right, said second curve to the right having a radius of 537.13 feet and a central angle of 20 degrees and being concave to the East; thence run in a Northwesterly to Northerly direction along the arc of said curve for a distance of 187.49 feet to the end of said curve; thence run in a Northerly direction tangent to said curve for a distance of 80.52 feet to the point of beginning, being situated in Shelby County, Alabama.

EXHIBIT A (continued)

PARCEL II:

Description of a parcel of land situated in the West Half of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama; and being more particularly described as follows:

From the Northwest corner of the Northeast Quarter of the Southwest Quarter of said section run thence in an Easterly direction along the North line of said quarter-quarter section for a distance of 389.72 feet to the point of beginning of the parcel herein described; thence continue in an Easterly direction along the North line of said quarter-quarter section for a distance of 347.77 feet; thence turn an angle to the right of 153 degrees 41 minutes 26 seconds and run in a Southwesterly direction for a distance of 286.75 feet to the beginning of a curve to the right, said curve to the right having a radius of 25 feet, a central angle of 90 degrees and being concave Northward; thence run in a Westerly to Northwesterly direction along the arc of said curve for a distance of 39.27 feet to the end of said curve; thence run in a Northwesterly direction tangent to said curve for a distance of 129.14 feet to the point of beginning, being situated in Shelby County, Alabama.

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

1986 JUN 19 PM 3:34

T. Thomas O. Henderson, Jr.
JUDGE OF PROBATE

RECORDING FEES

Recording Fee	\$ 17.50
Index Fee	1.00
TOTAL	\$ 18.50