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STATE OF ALABAMA)
)
COUNTY OF SHELBY) **ASSIGNMENT OF LEASES**
) **RENTS AND PROFITS**

THIS ASSIGNMENT made this 5th day of April, 1988, by and between Daniel Meadow Brook IV Limited Partnership, a Virginia limited partnership (hereinafter called "Assignor"), and The South Carolina National Bank, a national banking institution, whose address is P.O. Box 969, 15 South Main Street, Greenville, South Carolina 29602, Attention: Mr. David L. Beard, Senior Vice President (hereinafter called "Assignee"), as additional security for a loan in the amount of Eight Million Five Hundred Thousand and No/100 (\$8,500,000.00) Dollars to be made by Assignee to Assignor (the "Loan") as evidenced by a note of even date (the "Note") and secured in part by a mortgage and security agreement of even date (the "Mortgage") encumbering certain real property described on Exhibit A, attached hereto (the "Property"). This Assignment, the Note, the Mortgage, the Construction Loan Agreement of even date herewith between Assignor and Assignee, the Guaranty Agreement of Daniel Realty Company of even date herewith in favor of Assignee, and all amendments to any of such documents as are hereafter made, and such other documents and instruments as are executed in connection with the Note or now or hereafter evidence, secure, or guarantee payment of the Note, and all amendments thereto, are collectively referred to as the "Loan Documents".

W I T N E S S E T H:

ASSIGNMENT

For value received and as security for the Loan and all obligations pursuant to the Loan Documents, the Assignor hereby sells, transfers and assigns unto the Assignee, its successors and assigns, all the right, title and interest of the Assignor in and to the rents, issues, profits, revenues, royalties, rights and benefits, from the Property. To that end, Assignor hereby assigns unto Assignee, its successors and assigns, all leases of said premises now made, executed or delivered, whether written or verbal, or to be hereafter made, whether written or verbal.

Assignor does hereby authorize and empower Assignee to collect the said rents, issues, profits, revenues, rights and benefits, as they shall become due, and to apply them to the indebtedness secured hereby, and does hereby direct each

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and all of the tenants of the Property to pay such rents as may now be due or shall hereafter become due to the said Assignee upon demand for payment thereof by said Assignee. It is understood and agreed, however, that no such demand shall be made unless and until an Event of Default occurs pursuant to any of the Loan Documents, and until such demand is made the Assignor is authorized to collect and retain, or continue collecting said rents, issues, profits, revenues, royalties, rights and benefits; but that such privilege to collect, or continue collecting the rents, issues, profits, revenues, royalties, rights and benefits by Assignor shall not operate to permit the collection by said Assignor, its successors and assigns, of any installment of rent in advance, except that Assignor may in the ordinary course of business collect on the first day of each calendar month rents due through the end of such month.

The terms of this Assignment shall be until the Note and all other indebtedness secured by the Mortgage shall have been fully paid and satisfied, and, at the end of such term, this Assignment is to be cancelled and released. The satisfaction of the Mortgage shall constitute a release hereof.

Notwithstanding anything contained herein or in any of the Loan Documents to the contrary, Assignor, its partners (general or limited) and Daniel Realty Corporation ("DRC") shall not have any personal liability for payment of the indebtedness evidenced by the Note, and upon any Event of Default hereunder, the liability of any of them for payment of the Note shall be limited solely to the Assignor's interest in collateral given to secure the indebtedness. The holder of the Note hereby waives any right to, and will not, sue for, or otherwise seek, any monetary or deficiency judgment against Assignor, its partners (general or limited) or DRC in any action brought on the Note or for foreclosure of the Mortgage. Provided, however, the foregoing shall not be construed as a waiver of the right of the holder to pursue and collect a judgment or a deficiency judgment against Daniel Realty Company under its Guaranty Agreement.

AGREEMENT AND COVENANTS BY ASSIGNOR

It is expressly covenanted and agreed by Assignor:

(1) At the time of the execution and delivery of this Assignment there has been no anticipation of prepayment of

any rents by any of the tenants leasing part or all of the Property.

(2) Assignor shall have no right, power, or authority to materially alter, modify or amend the terms of any of the leases, or terminate any leases, pertaining to the Property without first obtaining the consent, in writing, of the Assignee to such alteration, modification, amendment or termination.

(3) Nothing herein contained shall be construed as making the Assignee a mortgagee in possession, nor shall it or its successors and assigns, be liable for laches for failure to collect said rents, issues, profits, revenues, royalties, rights and benefits, and it is understood that said Assignee is to account only for such sums as are actually collected.

(4) Neither the existence of this Assignment nor the exercise of the privilege of Assignor to collect said rents, issues, profits, revenues, royalties, rights and benefits hereunder shall be construed as a waiver by the Assignee of the right to enforce payment of the debt hereinabove mentioned, in strict accordance with the terms and provisions of the Note, Mortgage and all other loan documents for which this Assignment is given as additional security and by any means provided in said Mortgage, and the rights hereby given are in addition to and cumulative of all rights given by said Mortgage.

(5) The covenants and obligations herein undertaken by the Assignor shall be binding upon its successors and assigns, and the rights and benefits herein conferred upon the Assignee shall inure to the benefit of its successors and assigns.

(6) If the Assignor fails to timely perform or observe any agreement contained herein, which failure is not cured within thirty (30) days after written notice thereof is given by Assignee to Assignor, or if any representation or warranty contained herein should become false or misleading in any material respect and, if capable of cure, is not cured within thirty (30) days after written notice is given by Assignee to Assignor, the same shall constitute an "Event

of Default" hereunder.

IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed the day and year first hereinabove written.

WITNESSES:

Shirley D. Ellis
[Signature]

ASSIGNOR:

DANIEL MEADOW BROOK IV LIMITED PARTNERSHIP, a Virginia limited partnership

By: Daniel Realty Corporation,
an Alabama corporation
Its: General Partner

By: [Signature]
Its: Senior Vice President

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STATE OF ALABAMA)
COUNTY OF SHELBY)

BOOK

I, DWIGHT L. MYXON, JR., a notary public in and for said County, in said State, hereby certify that STEPHEN R. MONK whose name as SENIOR VICE PRESIDENT of Daniel Realty Corporation, a corporation, as general partner of Daniel Meadow Brook IV Limited Partnership, a Virginia limited partnership, 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 voluntarily for and as the act of said corporation, acting in its capacity as general partner as aforesaid.

Given under my hand and official seal this the 5th day of APRIL, 1988.

[Signature]
NOTARY PUBLIC
My Commission Expires: 12/1/91

EXHIBIT A

Lot 5, according to the Map and Survey of Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 12, Page 10, in the Probate Office of Shelby County, Alabama.

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RECORDING FEES

Recording Fee	\$ <u>12.50</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>13.50</u>