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ASSIGNMENT AND ESTOPPEL CERTIFICATE

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WACHOVIA BANK AND TRUST COMPANY, N.A., a national banking association, as the holder of the instruments hereinafter described (hereinafter called the "Assignor"), in consideration of the payment of the sum of \$ 12,850,000.00 and for other good and valuable consideration, hereby endorses, assigns and delivers to OTR, an Ohio general partnership (hereinafter called "OTR"), its successors and assigns (hereinafter called "Assignee"), without recourse to Assignor, all right, title and interest of Assignor in and to the following (hereinafter referred to collectively as the "Loan Documents"):

1. Mortgage Loan Note (the "Note"), dated October 7, 1986, in the principal amount of \$12,850,000.00, executed by Crow Wood Springs Associates, Ltd. (hereinafter called the "Borrower") a Georgia limited partnership, to the order of Wachovia Bank and Trust Company, N.A., and having an outstanding principal balance as of the date hereof of \$ 12,850,000.00.

2. Mortgage, Assignment of Rents and Security Agreement dated October 7, 1986, and recorded on October 8, 1986, among the land records of Shelby County, Alabama, in Book 94, at page 620, made by Borrower granting a lien on Borrower's fee simple interest in the Property which is described on Schedule A hereto, as security for the payment of the indebtedness evidenced by the Note described in paragraph 1 above.

3. Assignment of Lessor's Interest in Leases dated October 7, 1986, and recorded among said land records on October 8, 1986, in Book 94, at page 661, made by Borrower.

4. Original U.C.C. Financing Statements signed on October 7, 1986, by Borrower as debtor and Assignor as secured party, filed among the Financing Records of Shelby County, Alabama, on October 8, 1986, as File Number 015425, and filed among the Financing Records of the Secretary of State of the State of Alabama on October 9, 1986, as File No. A219460R.

In order to induce Assignee to purchase the Note, Assignor hereby certifies that the unpaid balance of the Note as of the 28 day of May, 1988, is \$ 12,850,000.00; that interest has been paid thereon only to the 28 day of June, 1988, that the Loan Documents represent the entire obligation of Borrower evidenced thereby and there are no other agreements between Borrower and Assignor affecting the Loan Documents; that the Loan Documents have not been modified or amended or any term or condition thereof waived without the prior written consent of OTR; that to the best of Assignor's knowledge there are no offsets, claims or defenses to the enforcement of the indebtedness evidenced and secured by the Loan Documents or to

FILE
COAST TO COAST

HELEN H. RICHARDSON
Sales Representative

the performance of any covenant, agreement or obligation thereunder; that there are no monetary defaults and that to the best of Assignor's knowledge there has not occurred any other act or event which constitutes, or which would constitute, at the election of Assignor, or by the giving of notice and/or the passage of time, a default under any of the Loan Documents and/or which would permit Assignor to demand payment of the Note; that to the best of Assignor's knowledge no petition in bankruptcy has been filed by or against Borrower or its general partner, and Borrower and its general partner are not subject to any voluntary or involuntary bankruptcy procedures; and that the loan evidenced and secured by the Loan Documents is current in all respects and to the best of Assignor's knowledge there are no defaults thereunder.

Assignor hereby represents and warrants to Assignee that this Assignment and Estoppel Certificate has been duly authorized, executed and delivered by the Assignor.

IN WITNESS WHEREOF, Assignor, a national banking association, has caused its name to be signed hereto by Medard S. Jones, its Vice President and its seal to be hereunto affixed and duly attested by Debbie Brown, its Asst. Secretary, both of said officers being duly authorized thereof, all done as of the 28 day of June, 1988.

WACHOVIA BANK AND TRUST COMPANY, N.A.

ATTEST:

Debbie Brown
Asst. Secretary

BY:

Medard S. Jones

Its:

Vice President

North Carolina
Forsyth County

I, Patricia J. Parker, a notary public in and for the jurisdiction aforesaid, do hereby certify that Myrdred S. Jones and Celeste Brown, whose names as Police President and Assistant Secretary respectively, of Wachovia Bank and Trust Company, N.A., are signed to the foregoing and attached Assignment and Estoppel Certificate bearing date on the 28 day of June, 1988, personally appeared before me in said jurisdiction and acknowledged said Assignment and Estoppel Certificate to be the act and deed of their said bank and that they delivered the same as such.

GIVEN under my hand and official seal this 27th day of June, 1988.

Patricia J. Parker
Notary Public

My commission expires 11/4/90

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81978.004
147.njf
62188600p

SCHEDULE "A"

TO

ASSIGNMENT

Description of Land

PHASE I:

A part of Lot 1-A, Cahaba River Park, First Addition as recorded in Map Book 8, Page 62, in the Office of the Judge of Probate of Shelby County, Alabama, being more particularly described by metes and bounds as follows:

Begin at the N.W. corner of the NW 1/4 of the NE 1/4 of Section 35, Township 18 South, Range 2 West and run South along the West line of said 1/4-1/4 Section a distance of 285.00 feet to a point; thence 90 deg. 00' to the left in an Easterly direction a distance of 240.00 feet to a point; thence 50 deg. 29' 05" to the right in a Southeasterly direction a distance of 508.99 feet to the P.C. (point of curve) of a curve to the left having a radius of 377.38 feet and a central angle of 39 deg. 05' 50"; thence Southeasterly along the arc of said curve a distance of 257.51 feet to a point; thence from the tangent of said curve, turn 64 deg. 32' 40" to the right to the tangent of a curve to the left having a radius of 75.00 feet and a central angle of 151 deg. 29' 13"; thence Southeasterly, Easterly and Northeasterly along the arc of said curve a distance of 198.30 feet to a point; thence from the tangent of said curve, turn 67 deg. 00' 38" to the right and run in a Northeasterly direction a distance of 185.79 feet to the P.C. (point of curve) of a curve to the right having a radius of 197.54 feet and a central angle of 37 deg. 15'; thence Northeasterly, Easterly and Southeasterly along the arc of said curve a distance of 128.43 feet to the P.T. (point of tangent) of said curve; thence Southeasterly on the tangent to said curve a distance of 14.52 feet to a point on the Northwestern right of way line of Riverview Road; thence 89 deg. 38' 40" to the left to the tangent of a curve to the left having a radius of 3779.83 feet and a central angle of 4 deg. 09' 57"; thence Northeasterly along the arc of said curve and along said right-of-way line a distance of 274.82 feet to the P.T. (point of tangent) of said curve; thence Northeasterly on the tangent to said curve and along said right of way line a distance of 13.75 feet to the P.C. (point of curve) of a curve to the right having a radius of 613.69 feet and a central angle of 17 deg. 26' 30"; thence Northeasterly along the arc of said curve and along said right of way line a distance of 186.82 feet to the P.T. (point of tangent) of said curve; thence Northeasterly on the tangent to said curve and along said right-of-way line a distance of 157.71 feet to the P.C. (point of curve) of a curve to the right having a radius of 613.69 feet and a central angle of 18 deg. 32' 30"; thence Northeasterly along the arc of said curve and along said right of way line a distance of 198.59 feet to the P.T. (point of tangent) of said curve; thence Northeasterly on the tangent to said curve and along said right of way line a distance of 45.55 feet to the point of intersection of said right of way line with the Southwesterly right of way line of Old U.S. Highway No. 280; thence 106 deg. 40' 15" to the left in a Northwesterly direction along the Southwesterly right of way line of Old U.S. Highway No. 280 for a distance of 126.72 feet to a point on the North line of the NE 1/4 of the NE 1/4 of said Section 35; thence West along said 1/4-1/4 Section line and along the North line of the NW 1/4 of the NE 1/4 of said Section 35 for a distance of 1691.00 feet to the point of beginning. According to survey of Walter Schoel, Jr., Reg. No. 3092, dated December 2, 1985, revised December 12, 1985, and last revised June 17, 1986.

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Rec 10.00
Jud 1.00
11.00

BOOK 191 PAGE 712