

1363

STATE OF ALABAMA)

COUNTY OF SHELBY)

ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT AND
ASSIGNMENT OF RENTS AND LEASES

KNOW ALL MEN BY THESE PRESENTS: That the undersigned JON W. ROTENSTREICH, GAIL L. BAYER, IRBY COHEN, HOUSTON A. BRICE, JR., FELIX M. DRENNEN, JR., FELIX M. DRENNEN, III, D. RILEY STEWART, CLYDE R. MAGNUSON, SAMUEL R. DEWEY, WILLIAM S. FISHBURNE, III, and C. B. NEVINS (collectively, the "Assignors"), in consideration of the sum of One Dollar (\$1.00) and other valuable consideration in hand paid to Assignors by SOUTHTRUST BANK OF ALABAMA, NATIONAL ASSOCIATION, a national banking association (hereinafter called "Assignee"), the receipt of which is hereby acknowledged, do hereby sell, assign, transfer, and set over unto Assignee, its successors and assigns, all of the Assignors' interest in and to (i) that certain Mortgage and Security Agreement between Assignors and Regency Capital II, Inc., an Alabama corporation ("Regency") of even date herewith/relating to the property more particularly described on Exhibit "A" attached hereto (the "Property"), and (ii) that certain Assignment of Rents and Leases between Assignors and Regency of even date herewith whereby Assignors are assigned all the rents, issues, and profits due on the Property.

This Assignment is made as security for the payment of an indebtedness due by Assignors to Assignee in the principal amount

Land Title

of up to Two Million and 00/100 Dollars (\$2,000,000) with interest thereon as evidenced by a promissory note (the "Note") executed and delivered by Assignors to Assignee on the date hereof, and as additional security for the full and faithful performance by Assignors of all the terms and conditions of a loan agreement between Assignors and Assignee herewith of even date (the "Loan Agreement").

This Assignment may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignors have executed this instrument to be effective as of the 26th day of July, 1989.

Betty Ross Carpenter
MY COMMISSION EXPIRES NOVEMBER 14, 1992

Jon W. Retenstreich
Jon W. Retenstreich

Gail L. Bayer
Gail L. Bayer

Irby Cohen
Irby Cohen

Houston A. Brice, Jr.
Houston A. Brice, Jr.

Felix M. Drennen, Jr.
Felix M. Drennen, Jr.

Felix M. Drennen, III
Felix M. Drennen, III

Whitley Stewart
D. Riley Stewart ~~Stuart~~
Clyde R. Magnuson
Clyde R. Magnuson
Samuel R. Dewey
Samuel R. Dewey
W. S. Fishburne, III
William S. Fishburne, III
C. B. Nevins
C. B. Nevins

STATE OF Alabama)
COUNTY OF Jefferson)

BOOK 248 PAGE 104

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Jon W. Rotenstreich, whose name 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 the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 26th day of July, 1989.

Betty Ross Carpenter
NOTARY PUBLIC

My Commission Expires:
November 14, 1992

STATE OF Alabama)
COUNTY OF Jefferson)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Gail L. Bayer, whose name 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 the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 26th day of July, 1989.

Johannie H. Vaughn
NOTARY PUBLIC

My Commission Expires:

9-14-92

STATE OF Alabama)

COUNTY OF Jefferson)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Irby Cohen, whose name 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 the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 26th day of July, 1989.

Gail L. Muck
NOTARY PUBLIC

My Commission Expires:

10-17-89

STATE OF Alabama)

COUNTY OF Jefferson)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Houston A. Brice, Jr., whose name 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 the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 26th day of July, 1989.

Johnnie H. Vaughn
NOTARY PUBLIC

My Commission Expires:

9-14-92

STATE OF Alabama)

COUNTY OF Jefferson)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Felix M. Drennen, Jr., whose name 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 the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 26th day of July, 1989.

Paul L. Smith
NOTARY PUBLIC

My Commission Expires:

10-17-89

STATE OF Alabama)

COUNTY OF Jefferson)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Felix M. Drennen, III, whose name 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 the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 26th day of July, 1989.

Johnnie H. Vaughn
NOTARY PUBLIC

My Commission Expires:

9-14-92

STATE OF Alabama)
COUNTY OF Jefferson)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that D. Riley Stewart, whose name 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 the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 26th day of July, 1989.

Johnnie St. Vaughn
NOTARY PUBLIC

My Commission Expires:
9-14-92

STATE OF Alabama)
COUNTY OF Jefferson)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Clyde R. Magnuson, whose name 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 the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 26th day of July, 1989.

Johnnie St. Vaughn
NOTARY PUBLIC

My Commission Expires:
9-14-92

STATE OF Alabama)
COUNTY OF Jefferson)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Samuel R. Dewey, whose name 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 the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 26th day of July, 1989.

Johnnie M. Vaughn
NOTARY PUBLIC

My Commission Expires:
9-14-92

STATE OF Alabama)
COUNTY OF Jefferson)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that William S. Fishburne, III, whose name 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 the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 26th day of July, 1989.

Johnnie M. Vaughn
NOTARY PUBLIC

My Commission Expires:
9-14-92

STATE OF Alabama)
COUNTY OF Jefferson)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that C. B. Nevins, whose name 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 the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 26th day of July, 1989.

Johnnie H. Vaughan
NOTARY PUBLIC

My Commission Expires:
9-14-92

This instrument prepared by:

Gail L. Mills
Burr & Forman
3000 SouthTrust Tower
Birmingham, Alabama 35203
Telephone: (205) 251-3000

BOOK 248 PAGE 109

EXHIBIT A

Lot 13D according to Cahaba Park South Resurvey No. 2 as recorded in Map Book 13, page 57 in the Probate Office of Shelby County, Alabama, together with a non-exclusive easement for storm drainage as reserved by the Grantor for the benefit of the above described property in the Deed recorded at Deed Book 92, page 839 in the Probate Office of Shelby County, Alabama, the location of said easement being the easement across the northeast portion of Lot 14B as reflected in the Amended Map of a Resurvey of Lot 14 of Cahaba Park South as recorded in Map Book 10, page 15 in the Probate Office of Shelby County, Alabama, and together with the non-exclusive rights and easements granted to the Grantor for the benefit of the above described property with respect to storm water drainage in the Agreement recorded in Book 92, at page 687 in the Probate Office of Shelby County, Alabama.

Subject to:

1. Ad valorem taxes for the year 1989 which are a lien but are not due and payable until October 1, 1989.
2. Restrictions and covenants contained in the Declaration of Protective Covenants and Agreements as recorded in Volume 248, page 45 in the Office of the Judge of Probate of Shelby County, Alabama.
3. Agreement as recorded in Book 92, page 687 in the Probate Office of Shelby County, Alabama.
4. Easements for utilities and storm and sanitary sewer as reflected on Cahaba Park South Resurvey No. 2 as recorded in Map Book 13, page 57 in the Probate Office of Shelby County, Alabama.
5. Signage easement contained in that certain Warranty Deed of even date herewith, from Highway 280 Associates, Ltd., recorded in Volume 248, Page 69 in the Office of the Judge of Probate of Shelby County, Alabama.
6. Signage Easement Agreement, dated July 24, 1989, by and between 280 Associates, Ltd. and Kovach and Eddleman, an Alabama general partnership, recorded in Volume 248, Page 62 in the Probate Office of Shelby County, Alabama.

RECORDING FEES

Recording Fee	\$ <u>22.50</u>
Index Fee	<u>12.00</u>
TOTAL	<u>34.50</u>

89 JUL 27 AM 8:56

JUDGE OF PROBATE