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|------------------|---|-----------------------------|
| STATE OF ALABAMA |) | |
| |) | ASSIGNMENT OF LEASES |
| COUNTY OF SHELBY |) | RENTS AND PROFITS |

THIS ASSIGNMENT made this 23rd day of August, 1989, by and between Daniel Meadow Brook 600 Limited Partnership, an Alabama limited partnership (hereinafter called "Assignor"), and AmSouth Bank, N.A., a national banking institution, whose address is P.O. Box 11007, Birmingham, Alabama 35288, Attention: Mr. Bob Nesbitt, Commercial Real Estate Department (hereinafter called "Assignee"), as additional security for a loan in the amount of Three Million Six Hundred Forty Thousand and No/100 (\$3,640,000.00) Dollars to be made by Assignee to Assignor (the "Loan") as evidenced by a construction loan promissory 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 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

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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 Investment Corporation - MB600 ("DRIC-600") 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 DRIC-600 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.

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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.

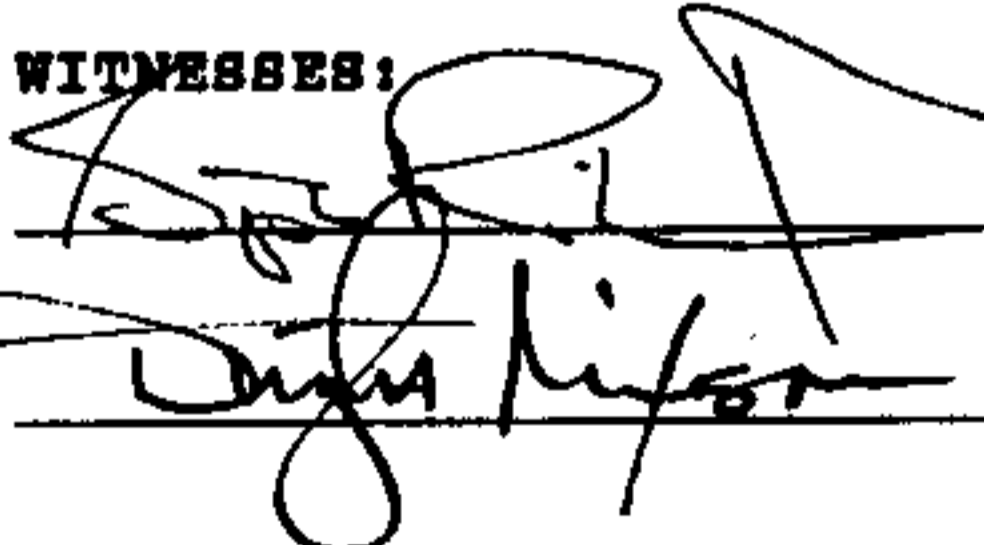
(4) Neither the existence of this Assignment nor the exercise of the privilege of Assignor to collect said rents, issues, profits, revenues, royalties, rights and benefits hereunder shall be construed as a waiver by the Assignee of the right to enforce payment of the debt hereinabove mentioned, in strict 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:



ASSIGNOR:

DANIEL MEADOW BROOK 600
LIMITED PARTNERSHIP, an
Alabama limited partnership

By: Daniel Realty Investment
Corporation-MB600,
an Alabama corporation
Its: General Partner

By:


Its: VLS PRESIDENT

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STATE OF ALABAMA)
 SHELBY)
COUNTY OF ~~JEFFERSON~~)

I, SHEILA D. ELLIS, a notary public in and for said County, in said State, hereby certify that JACK R. PETERSON whose name as VICE PRESIDENT of Daniel Realty Investment Corporation-MB600, an Alabama corporation, as general partner of Daniel Meadow Brook 600 Limited Partnership, an Alabama 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 23rd day of August, 1989.

Sheila D. Ellis
NOTARY PUBLIC
My Commission Expires: 2/5/90

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EXHIBIT A

Lot 11B-1, MEADOW BROOK CORPORATE PARK SOUTH PHASE II, RESURVEY OF LOT 11-A & LOT 11B, as recorded in Map Book 13, Page 84, in the Probate Office of Shelby County, Alabama, and being more particularly described as follows:
Commence at the point of intersection of the Southeasterly right-of-way line of Meadow Brook Road with the Southwesterly right-of-way line of Corporate Parkway and run South 51 degrees 47 minutes 47 seconds East along the Southwesterly right-of-way line of Corporate Parkway a distance of 97.80 feet to the P.C. (point of curve) of a curve to the left having a radius of 339.25 feet, a central angle of 54 degrees 42 minutes 45 seconds and a chord bearing South 79 degrees 09 minutes 10 seconds East; thence Southeasterly, Easterly, and North-easterly along the arc of said curve and along said right-of-way line a distance of 323.95 feet to the P.T. (point of tangent) of said curve, said point being the point of beginning; thence North 73 degrees 29 minutes 28 seconds East in the tangent to said curve and along said right-of-way line a distance of 109.47 feet to the P.C. (point of curve) of a curve to the right having a radius of 440.00 feet, a central angle of 52 degrees 32 minutes 36 seconds and a chord bearing South 80 degrees 14 minutes 14 seconds East; thence Northeasterly, Easterly, and Southeasterly along the arc of said curve and along said right-of-way line a distance of 403.50 feet to the P.T. (point of tangent) of said curve; thence South 53 degrees 58 minutes 00 seconds East in the tangent to said curve and along said right of way line a distance of 359.44 feet to a point; thence South 36 degrees 39 minutes 53 seconds West a distance of 99.01 feet to a point; thence South 73 degrees 24 minutes 59 seconds West a distance of 489.96 feet to a point; thence North 89 degrees 15 minutes 39 seconds West a distance of 50.92 feet to a point; thence North 23 degrees 15 minutes 35 seconds West a distance of 506.13 feet to the point of beginning.

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

89 AUG 23 PM 2:14

Roman A. Swanson, Jr.
JUDGE OF PROBATE

RECORDING FEES

| | |
|---------------|----------|
| Recording Fee | \$ 12.50 |
| Cert | 1.00 |
| Index Fee | 3.00 |
| TOTAL | 16.50 |