

This document prepared by:

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ASSIGNMENT OF LESSOR'S INTEREST IN LEASE

THIS ASSIGNMENT, made as of the 24th day of August, 1989,
by SOUTHLAKE OFFICE ASSOCIATES, LTD., an Alabama limited
partnership (herein called "Borrower") to THE CITIZENS AND
SOUTHERN NATIONAL BANK, a national banking association (herein
called "Lender"),

W I T N E S S E T H:

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FOR VALUE RECEIVED, Borrower hereby grants, transfers and
assigns to Lender, its successors and assigns, all of the right,
title and interest of Borrower in and to that certain lease or
those certain leases described in Exhibit "B" hereof, covering
all or any portion of the premises (herein called "Premises")
more particularly described in Exhibit "A" attached hereto and
made a part hereof, together with any modifications or extensions
thereof and any guarantees of the lessee's obligations thereunder
(each of said leases, together with all such guarantees,
modifications and extensions, being hereinafter collectively
referred to as the "Lease"), for the purpose of securing (a)
payment of all sums now or at any time hereafter due Lender and
secured by a certain mortgage and security agreement (herein
called "Mortgage") made by Borrower to Lender dated of even date
herewith, and recorded, or to be recorded, in the deed records of
Shelby County, Alabama, together with any renewals or extensions
thereof and any future advances made thereunder to the extent
permitted under Alabama law, and (b) performance and discharge of
each obligation, covenant and agreement of Borrower contained
herein or contained in the Mortgage or the Real Estate Note
(herein called "Note") described in the Mortgage.

Land Title

Lender agrees that:

A. So long as there shall exist no event of default, as hereinafter defined, on the part of Borrower, Borrower shall have the right to collect, but not more than thirty (30) days prior to accrual, all rents, issues and profits from the Premises and to retain, use and enjoy the same.

B. Upon the payment in full of all indebtedness secured hereby, as evidenced by the recording or filing of an instrument of satisfaction or full release of the Mortgage, this Assignment shall become and be void and of no effect.

Borrower warrants that:

A. There is no other assignment of any of its rights under the Lease to any other person.

B. Borrower has done no act nor omitted to do any act which might prevent Lender from, or limit Lender in, acting under any of the provisions herein.

C. Borrower has not accepted rent under the Lease for more than thirty (30) days in advance of its due date.

D. There is no default by any lessee under the terms of the Lease to the knowledge of Borrower.

E. Borrower is not prohibited under any agreement with any other person or any judgment or decree from the execution and delivery of this Assignment of Lease, the performance of each and every covenant of Borrower hereunder and in the Lease, and the meeting of each and every condition herein contained.

F. No action has been brought or threatened which in any wise would interfere with the right of Borrower to execute this Assignment and perform all of Borrower's obligations herein contained.

G. The Lease is in full force and effect and, except as specifically set forth in Exhibit "B", is unmodified.

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Borrower agrees that so long as it is indebted to Lender:

1. Borrower will (i) fulfill, perform and observe each and every condition and covenant of Borrower contained in the Lease; (ii) give prompt notice to Lender of any claim of default under the Lease either (a) given by any lessee to Borrower or (b) given by Borrower to any lessee, and will furnish to Lender a complete copy of any such written claim; (iii) at the sole cost and expense of Borrower, enforce, short of termination of the Lease, the performance and observance of each and every material covenant and condition of the Lease to be performed or observed by each lessee; and (iv) appear in and defend any action growing out of, or in any manner connected with, the Lease or the obligations or liabilities of Borrower, as lessor thereunder, or of the lessee or any guarantor thereunder.

2. The rights assigned hereunder include all of Borrower's right and title (i) to modify the Lease; (ii) to terminate the term or to accept the surrender thereof; (iii) to waive, or release any lessee from, the performance or observance by such lessee of, any obligation or condition of the Lease; (iv) to permit the prepayment of any rents under the Lease for more than thirty (30) days prior to the accrual thereof; and (v) to give any consent to any assignment by any lessee of the Lease or to sublease any part or portion of the Premises.

3. Borrower will not, without Lender's consent: (i) modify the Lease or accept the surrender thereof unless required so to do by the terms of the Lease; (ii) permit any lessee to anticipate the payment of any rents under the Lease for more than thirty (30) days prior to accrual; (iii) waive, or release any lessee or any sublessee from the observance or performance of its obligation under the terms of the Lease or its liability on account of any warranty contained in the Lease.

4. Upon the occurrence of any one of the following events:

(i) the failure by Borrower to perform or observe any covenant of Borrower contained in this Assignment, in any instrument evidencing any debt secured by this Assignment, or in the Mortgage;

(ii) should any warranty of Borrower herein contained or contained in any evidence of debt given by Borrower to Lender and secured hereby, or contained in the Mortgage, prove untrue or misleading in any material respect; or

(iii) the failure by Borrower to meet any condition set forth in the Lease,

then and thereupon and after expiration of any applicable cure period set forth in the Mortgage, without cure, Lender may: (a) declare the total indebtedness due by Borrower to Lender, secured by this Assignment, immediately due and payable; (b) proceed to enter upon, take possession of, and operate the Premises under this Assignment without becoming a mortgagee in possession; (c) proceed to perform any and all obligations of Borrower, contained under any Lease, and exercise any and all rights of Borrower therein contained as fully as Borrower itself could, and this without regard to the adequacy of security for the indebtedness hereby secured and with or without the bringing of any legal action or the causing of any receiver to be appointed by any court; (d) make, enforce, modify and accept the surrender of any Lease; (e) obtain and evict tenants; (f) fix or modify rent; and (g) do all other acts which Lender may deem necessary or proper to protect its security. Borrower does hereby specifically authorize Lender, during the continuation of any default hereunder (after expiration of any applicable cure period set forth in the Mortgage), in Borrower's name or in Lender's name, to sue for or otherwise collect and receive all rents, issues and profits, including those past due and unpaid, and apply the same first against all costs and expenses of operation of the Premises, of the performance of Borrower's obligations under the

Lease and of collection, including reasonable out-of-pocket attorneys' fees. Any amounts remaining after such application shall be applied next to interest on, and then to the principal of, the indebtedness secured hereby and upon the payment in full thereof, both principal and interest, then this Assignment and all rights of Lender hereunder shall cease and terminate. Entry upon and taking possession of the property and the collection of the rents and the application thereof, as aforesaid, shall in no wise operate to cure or waive any default under any other instrument given by Borrower to Lender, or prohibit the taking of any other action by Borrower under any such instrument or at law or in equity to enforce payment of the indebtedness secured by the Lease or to realize on any other security.

Borrower further agrees that:

1. Should Borrower fail to perform or observe any covenant or comply with any condition contained in the Lease, then Lender, but without obligation so to do and without notice to or demand on Borrower (except as provided in the Construction Loan Agreement of even date herewith between Borrower and Lender) or releasing Borrower from its obligation so to do, may perform such covenant or condition and, to the extent that Lender shall incur any costs or pay any monies in connection therewith, including any costs or expenses of litigation, then such costs, expense or payment shall be included in the indebtedness secured hereby and shall bear interest from the incurring or payment thereof at the Default Rate, as that term is defined in the Note.

2. No action taken by Borrower or Lender shall cause or permit the estate of any lessee under any Lease to merge with Borrower's reversionary interest.

3. Lender shall not be obligated to perform or discharge any obligation of Borrower under the Lease, and Borrower agrees to indemnify and hold Lender harmless against any and all liability, loss or damage which Lender may incur under the Lease

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or under or by reason of this Assignment and of and from all claims and demands whatsoever which may be asserted against it by reason of an act of Lender under this Assignment or under any Lease, except as to matters arising from the gross negligence or wilful misconduct of Lender.

The parties agree that wherever used in this Assignment, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the words "Borrower" and "Lender" shall include the parties hereto and their respective heirs, executors, legal representatives, administrators, successors and assigns, and all those holding under either of them; the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto.

The performance required by this instrument shall, insofar as is possible, be rendered to Lender at the main office of The Citizens and Southern National Bank in Atlanta, Georgia.

Borrower and Lender intend that the validity and construction of this instrument be governed by the laws of the State of Georgia to the fullest extent possible and to the extent not possible, this Assignment shall be governed by the laws of the State of Alabama.

IN WITNESS WHEREOF, Borrower has caused these presents to be executed and sealed on the date hereinabove written.

SOUTHLAKE OFFICE ASSOCIATES, LTD.
an Alabama limited partnership

By: Charter Investments, an
Alabama general partnership,
Authorized General Partner

By: Carter L. Cooper (SEAL)
Carter L. Cooper
Authorized General Partner

ACKNOWLEDGEMENT OF BORROWER

STATE OF GEORGIA

COUNTY OF DEKALB

I, the undersigned, a notary public in and for said County in said State, do hereby certify that Carter L. Cooper is an authorized general partner of Charter Investments, an Alabama general partnership, who is the general partner of Southlake Office Associates, Ltd., an Alabama limited partnership (the "Partnership"), whose name is signed to the foregoing instrument, and who is known to me and is known by me to be such partner, acknowledged before me on this day, being informed of the contents of said instrument, that, in his capacity as such and with full authority, executed the same voluntarily for and as the act of the Partnership.

Given under my hand and seal of office, this 24th day of August, 1989.

Emily G. Vogel
Notary Public

My Commission Expires:

Emily G. Vogel
Notary Public, Fulton County, Georgia
~~My Commission Expires April 25, 1992~~

[IMPRESS NOTARIAL SEAL]

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All that tract or parcel of land lying and being in the City of Hoover, Shelby County, Alabama and being Lot 1, according to the Survey of Southlake Office Park as recorded in Map Book 13, Page 97 in the Probate Office of Shelby County, Alabama.

TOGETHER WITH certain ingress-egress and storm water drainage easements on, over and across certain property located immediately south of, and contiguous with, said Lot 1, as set forth in Easement Agreement recorded in Volume 253, Page 236, in the Probate Office of Shelby County, Alabama.



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EXHIBIT "A"

EXHIBIT "B"

All leases and other rental agreements now or hereafter affecting the Premises, including without limitation the following:

1. Lease dated June 26, 1989, between Cooper & Grelier Companies, as landlord (said interest having been assigned to Southlake Office Associates, Ltd.), and Digital Equipment Corporation, as tenant.

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STATE OF ALA. SHELBY
I CERTIFY THIS
INSTRUMENT WAS FILED

89 AUG 28 AM 8:32

Rene A. Snowden, Jr.
JUDGE OF PROBATE

RECORDING FEES

Recording Fee	\$ 22.50
<i>Cert</i>	7.00
Index Fee	3.00
TOTAL	26.50