

Prepared by:  
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Powell, Goldstein, Frazer & Murphy  
16th Floor, 191 Peachtree Street  
Atlanta, Georgia 30303  
Aetna Loan No. 197261

SECOND AMENDMENT TO  
ASSIGNMENT OF RENTS AND LEASES

THIS SECOND AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES made and entered into as of the 1st day of September, 1991, by and between DANIEL PROPERTIES XV LIMITED PARTNERSHIP, a Virginia limited partnership, formerly known as Daniel Properties XV, (hereinafter called "Assignor", the term "Assignor" to include its successors and assigns) and AETNA LIFE INSURANCE COMPANY, a Connecticut corporation (hereinafter called "Assignee", the term "Assignee" to include its successors and assigns);

W I T N E S S E T H    T H A T :

WHEREAS, the Assignor has executed and delivered to Assignee an Assignment of Rents and Leases dated August 14, 1986, recorded in Real Record 086, Page 373, in the Office of the Judge of Probate of Shelby County, Alabama, as amended by Amendment to Assignment of Rents and Leases dated as of October 17, 1989 recorded in Real Record 268, Page 49, aforesaid records (the aforesaid Assignment of Rents and Leases, as amended, being hereinafter called the "Assignment"); and

WHEREAS, Assignor and Assignee desire to amend the Assignment as hereinafter set forth;

NOW, THEREFORE, for and in consideration of the foregoing, in consideration of the covenants and agreements hereinafter contained, and for other good and valuable consideration, the receipt of sufficiency whereof are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1.

The Assignment is amended and modified so as to provide that the term Note as used therein shall mean the Promissory Note from Assignor to Assignee in the amount of \$6,725,000.00 dated August 14, 1986, as amended by the First Modification of Promissory Note dated as of September 1, 1991.

Mike A

2.

The Assignment is amended and modified to provide that the Mortgage described in the Assignment shall mean the Mortgage Assignment of Rents and Security Agreement dated August 14, 1986, by and between Assignor and Assignee, recorded in Real Record 086, Page 359, in the Office of the Judge of Probate of Shelby County, Alabama, as amended by Amendment to Mortgage dated as of October 17, 1989 recorded in Real Record 268, Page 44, aforesaid records, as further amended by Second Amendment to Mortgage dated as of September 1, 1991 to be recorded in the aforesaid records.

3.

Except as amended and modified hereby, the Assignment shall otherwise remain in full force and effect.

Assignor acknowledges that Assignor has no set-off, counterclaim or other defense to the rights of the Assignee under the Assignment as amended hereby and Assignor hereby ratifies and affirms the Assignment as amended by this Second Amendment to Assignment of Rents and Leases. Assignor hereby waives and releases all set-offs, counterclaims and defenses to the obligations of the Assignor under the Assignment as amended hereby.

[SIGNATURE BLOCKS APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, Assignor has caused this Second Amendment to Assignment of Rents and Leases to be executed by its duly authorized general partner and its seal to be affixed hereto, as of the day and year first above written, this 25<sup>th</sup> day of June, 1992.

DANIEL PROPERTIES XV LIMITED  
PARTNERSHIP, a Virginia  
limited partnership

By: The Fifteenth Daniel Realty  
Investment Corporation, its  
General Partner

By: John C. Gorecki (SEAL)  
Its: VICE PRESIDENT

GEORGIA  
STATE OF ~~ALABAMA~~  
COUNTY OF ~~SHELBY~~  
COBB

I, the undersigned authority, a Notary Public in and for said County and State, do hereby certify that John C. Gorecki whose name as Vice President of The Fifteenth Daniel Realty Investment Corporation, which is the general partner of Daniel Properties XV Limited Partnership, a Virginia limited partnership, is signed to the foregoing Second Amendment to Assignment of Rents and Leases, 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 and partnership.

Given under my hand and official seal this 25<sup>th</sup> day of June, 1992.

Sandra J. Kerns  
NOTARY PUBLIC

SANDRA J. KERNS  
My Commission Expires Notary Public, Cobb County, Georgia  
My Commission Expires Jan. 6, 1993

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]



[SIGNATURES CONTINUED FROM THE PRECEDING PAGE]

IN WITNESS WHEREOF, Assignee has caused this Second Amendment to Assignment of Rents and Leases to be executed by its duly authorized officers and its corporate seal to be affixed hereto, as of the day and year first above written, this 8 day of July, 1992.

AETNA LIFE INSURANCE COMPANY

By: Karl W. Weller

Title: Vice President

Attest: Edward L. Buckley

Title: Asst. Secretary

[CORPORATE SEAL]

STATE OF CONNECTICUT)  
COUNTY OF HARTFORD )

I, the undersigned authority, a Notary Public in and for said County and State, do hereby certify that Karl W. Weller whose name as Vice President of Aetna Life Insurance Company is signed to the foregoing Second Amendment to Assignment of Rents and Leases, 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.

Given under my hand official seal this 8th day of July, 1992.

Marianna Petrocelli  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

MARIANNA PETROCELLI  
NOTARY PUBLIC

MY COMMISSION EXPIRES MARCH 31, 1994

d#20052624

Inst # 1992-15240

07/28/1992-15240  
09:37 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 NCD 14.00