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Prepared by:  
William J. Thompson, Esquire  
Powell, Goldstein, Frazer & Murphy  
Sixteenth Floor  
191 Peachtree Street, N.E.  
Atlanta, Georgia 30303  
Aetna Loan No. 197261

THIRD AMENDMENT TO  
ASSIGNMENT OF RENTS AND LEASES

THIS THIRD AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES made and entered into as of the 21<sup>st</sup> day of April, 1994, by and between SCI-ALABAMA (3) INCORPORATED, as trustee for Security Capital Alabama Multifamily Trust (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);

Inst # 1994-13578

WITNESSETH THAT:

WHEREAS, Daniel Properties XV Limited Partnership, a Virginia limited partnership f/k/a Daniel Properties XV (hereinafter called "Original Assignor") 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 and further amended by Second Amendment to Assignment of Rents and Leases dated as of September 1, 1991 (the aforesaid Assignment of Rents and Leases, as amended, being hereinafter called the "Assignment"); and

WHEREAS, Original Assignor conveyed the property encumbered by the Assignment to Assignor;

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 and sufficiency whereof are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

04/26/1994-13578  
10:28 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 SNA 16.00

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, as further amended by the Second Modification of Promissory Note dated as of April 21, 1994, both modifications being by and between Assignor and Assignee.

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 recorded as instrument # 1992-15239 in the aforesaid Office of Probate, both amendments being by and between Assignor and Assignee.

3.

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

4.

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 Third 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 Third 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 21<sup>st</sup> day of April, 1994.

SCI-ALABAMA (3) INCORPORATED,  
AS TRUSTEE FOR SECURITY CAPITAL  
ALABAMA MULTIFAMILY TRUST

By: 

Its: VP

[CORPORATE SEAL]

STATE OF Georgia  
COUNTY OF Fulton

I, the undersigned authority, a Notary Public in and for said County and State, do hereby certify that Karen Knudson 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 Third 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 20<sup>th</sup> day of April, 1994.

\*SCI-Alabama (3) Incorporated,  
as Trustee of the Security Capital  
Alabama Multifamily Trust  
\*\*in its capacity as Trustee as aforesaid.

Lori Dryer  
NOTARY PUBLIC NOTARY PUBLIC, ROCKDALE COUNTY, GEORGIA  
MY COMMISSION EXPIRES DECEMBER 14, 1998

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

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignee has caused this Third 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 21<sup>st</sup> day of April, 1994.

AETNA LIFE INSURANCE COMPANY

By: Linda C. Sparack

Title: Asst Vice President

Attest: William E. Buzz *Wm*

Title: ASSISTANT 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 Linda C. Sparack whose name as AVP of Aetna Life Insurance Company is signed to the foregoing Third 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 20 day of April, 1994.

Laurie A. Economidy  
NOTARY PUBLIC

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

LAURIE A. ECONOMIDY  
NOTARY PUBLIC  
MY COMMISSION EXPIRES NOV. 30, 1993

00170745.W51

Inst # 1994-13578  
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SHELBY COUNTY JUDGE OF PROBATE  
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