

PREPARED BY AND RETURN TO:

Jane P. Long  
Apperson, Crump & Maxwell, PLC  
1755 Kirby Parkway, Suite 100  
Memphis, Tennessee 38120

Inst # 1998-20197

06/02/1998-20197  
01:00 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 13.50

### ASSUMPTION AGREEMENT

This Agreement, entered into this 4th day of May, 1998, between Mellon Mortgage Company, a Colorado corporation, which is the holder of that certain mortgage and the note secured thereby, dated July 1, 1986, executed by Eagle Ridge, Ltd., an Alabama limited partnership, which Mortgage is recorded in Real Volume 79, Page 363 in the Office of the Judge of Probate of Shelby County, Alabama, said Mortgage being transferred and assigned to Mellon Mortgage Company by Assignment of Mortgage recorded under Instrument No. 1996-35145 in the aforesaid Probate Office, and Mid-America Apartments of Birmingham, L.P., a Tennessee limited partnership, owner of the property covered by said Mortgage (hereinafter called the "Owner").

### WITNESSETH:

In consideration of the consent of the Secretary of Housing and Urban Development to the transfer of the mortgaged property to the Owner, and in order to comply with the requirements of the Secretary of Housing and Urban Development, the National Housing Act, and the Regulations adopted pursuant thereto, the Owner agrees to assume, except as limited below, and be bound by said Mortgage and Note, and that certain Regulatory Agreement recorded in Real Volume 79, Page 368, and incorporated in said Mortgage by reference.

The Owner does not assume personal liability for payments due under said Note and Mortgage, or for the payments to the reserve for replacements under the Regulatory Agreement, or for matters not under its control, provided that the Owner shall remain liable under said Regulatory Agreement only with respect to the matters hereinafter stated, namely:

(a) for funds or property of the project coming into its hands which, by the provisions thereof, it is not entitled to retain;

(b) for its own acts and deeds or acts and deeds of others which it has authorized in violation of the provisions thereof.

The Owner is to be bound by said Mortgage, Note and Regulatory Agreement, subject to the foregoing limitation of personal liability, from the date of this Agreement to the same extent as if it had been an original party to said instruments.

The Owner agrees that there shall be full compliance with the provisions of (1) any laws prohibiting discrimination in housing on the basis of race, color, creed or national origin; and (2) with the Regulations of the Federal Housing Administration providing for non-discrimination and equal opportunity in housing. It is understood and agreed that failure or refusal to comply with any such provisions shall be proper basis for Secretary to take any corrective action he may deem necessary including, but not limited to, the rejection of future applications for FHA mortgage insurance and the refusal to enter into future contracts of any kind with which the Owner is identified.

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WITNESS our hands and seals.

**OWNER:**

**MID-AMERICA APARTMENTS  
OF BIRMINGHAM, L.P.,** a Tennessee  
limited partnership

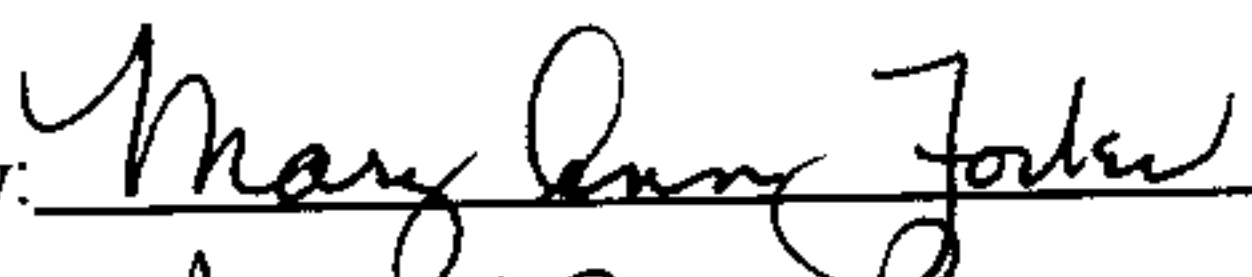
**By: Mid-America Apartment Communities,  
Inc.,** a Tennessee corporation, its sole general  
partner

By:   
Simon R.C. Wadsworth

Title: Executive Vice President

(SEAL)

**MELLON MORTGAGE COMPANY,** a  
Colorado corporation

By:   
Title: ASST. Vice Pres

(SEAL)

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, a Notary Public, in and for said State and County, duly commissioned and qualified, personally appeared Simon R.C. Wadsworth, with whom I am personally acquainted, and who upon oath, acknowledged himself to be the Executive Vice President of Mid-America Apartment Communities, Inc., a Tennessee corporation, the general partner of Mid-America Apartments of Birmingham, L.P., a Tennessee limited partnership, the within named bargainor, and that he as such Executive Vice President of said corporation, as such general partner, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by said corporation as such general partner.

WITNESS my hand and Notarial Seal at office this 4th day of May, 1998.



Sarah C. Hodges  
Notary Public

My commission expires:

2-23-2000

STATE OF OHIO  
COUNTY OF CUYAHOGA

Before me, the undersigned, a Notary Public in and for said State and County, personally appeared MARY ANN FORBES, with whom I am personally acquainted, and who upon oath acknowledged ~~him~~<sup>her</sup>self to be the ASST. VICE PRES. of Mellon Mortgage Company, the within named bargainor, a corporation, and that ~~he~~<sup>she</sup> as such ASST. VICE PRESIDENT being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by ~~him~~<sup>her</sup>self as ASST. VICE PRESIDENT

WITNESS my hand and Official Seal at office this 26<sup>th</sup> day of May, 1998.

Gail L. Datlenko  
Notary Public

My Commission expires:

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GAIL L. DATLENKO  
Notary Public, State of Ohio, Cuy. Cty.  
My Commission Expires Nov 1997  
Inst # 1998-20197001

(sch/jpl/docs/Release Assump Agr)

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