



20040305000115440 Pg 1/10 38.00
Shelby Cnty Judge of Probate, AL
03/05/2004 12:51:00 FILED/CERTIFIED

This instrument was prepared by and
After recording should be returned to:

SIMPSON THACHER & BARTLETT LLP
425 Lexington Avenue
New York, New York 10017
Attn: Cynthia Parker

Shelby, AL 7264

ASSIGNMENT OF MORTGAGE, FIXTURE FILING AND ASSIGNMENT OF LEASES
AND RENTS

ASSIGNMENT OF MORTGAGE, FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS ("Assignment") dated as of January 30, 2004, by **GENERAL ELECTRIC CAPITAL CORPORATION**, ("Assignor"), whose address is General Electric Capital Corporation, c/o GE Structured Finance, Inc., 120 Long Ridge Road, Mail Stop 3C-94, Stamford, Connecticut 06927, to **LEHMAN COMMERCIAL PAPER INC.**, in its capacity as Administrative Agent (in such capacity, "Assignee"), whose address is 745 Seventh Avenue, New York, New York 10019.

Assignment

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid to Assignor by Assignee as of the time of execution hereof, the adequacy and receipt of which are hereby acknowledged, Assignor does specifically and presently hereby irrevocably grant, sell, transfer, assign, deliver, set over and convey to Assignee all of Assignor's right, title and interest in, to and under that certain Mortgage, Fixture Filing And Assignment Of Leases And Rents described on Schedule I attached hereto (the "Security Instrument"), which Security Instrument encumbers (i) the fee simple estate in the parcel(s) of real property, if any, described on Schedule A attached hereto, and (ii) the leasehold estate in the parcel(s) of real property described on Schedule B-2 attached hereto pursuant to the lease agreement described on Schedule B-1 attached hereto.

TOGETHER with all Assignor's right, title and interest in, to and under all indebtedness and obligations described in said Security Instrument and secured thereby.

TO HAVE AND TO HOLD the Security Instrument, together with all the rights and privileges thereunto in any wise belonging unto Assignee, its successors and assigns, forever.

This Assignment is made without recourse and without any representation or warranty of any kind whatsoever, express or implied, or by operation of law.

This Assignment may be executed by one or more of the parties to this Assignment on any number of separate counterparts with the same effect as if the signature thereto and hereto were upon the same instrument, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Assignment has been duly executed by Assignor on January 13, 2004 and by Assignee on January 12, 2004 and is intended to be effective as of the day and year first above written.

ASSIGNOR:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: Molly S. Fergusson
Name: Molly S. Fergusson
Title: Duly Authorized Signatory

WITNESS:

Michael J. Fergusson

ASSIGNEE:

LEHMAN COMMERCIAL PAPER INC.,
as Administrative Agent

By: _____
Name: G. Robert Berzins
Title: Vice President

WITNESS:

IN WITNESS WHEREOF, this Assignment has been duly executed by Assignor on January 23, 2004 and by Assignee on January 22, 2004 and is intended to be effective as of the day and year first above written.

ASSIGNOR:


GENERAL ELECTRIC CAPITAL
CORPORATION

By: _____
Name:
Title:

WITNESS:

ASSIGNEE:

LEHMAN COMMERCIAL PAPER INC.,
as Administrative Agent

By: 
Name: G. Robert Berzins
Title: Vice President

WITNESS: 

STATE OF NEW YORK)

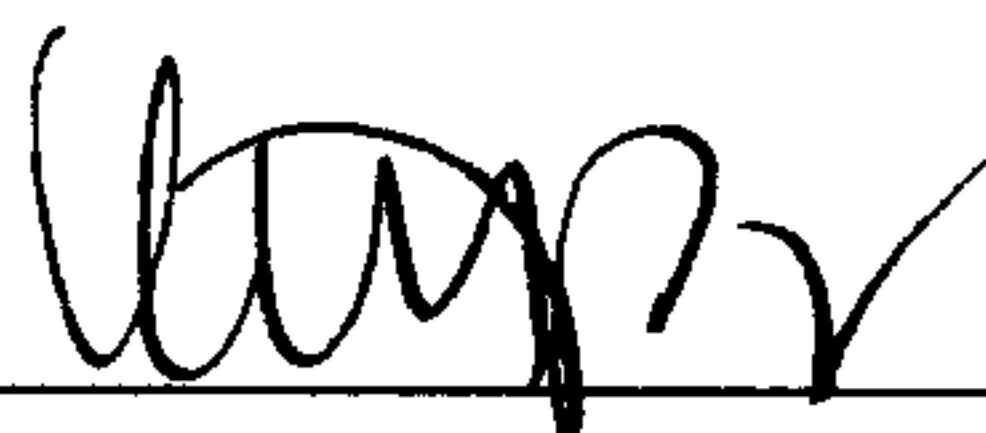
: ss.:

COUNTY OF NEW YORK)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Molly S. Fergusson, whose name as Duly Authorized Signatory of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal on this the 23 day of January, 2004.



Notary Public

(SEAL)

My Commission Expires: 2006

KATHRYN FORD DALLMEYER
NOTARY PUBLIC, State of New York
No. 01DA6079773
Qualified in New York County
Commission Expires Sept. 3, _____

STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that G. Robert Berzins, whose name as Vice President of LEHMAN COMMERCIAL PAPER INC., a New York corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date 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 and seal on this the 12 day of January, 2004.



Notary Public

(SEAL)

My Commission Expires: 2006

KATHRYN FORD DALLMEYER
NOTARY PUBLIC, State of New York
No. 01DA6079773
Qualified in New York County
Commission Expires Sept. 3, _____

SCHEDULE I
Security Instruments

The following Security Instruments are recorded in all public records of

County: Shelby
State: AL
Site Code: AL07264-A

A Mortgage/Deed of Trust/Deed to Secure Debt (the "Mortgage")

Mortgagor/Trustor/Grantor: SBA Properties, Inc.
Mortgagee/Beneficiary/Grantee/Lender: General Electric Capital Credit Corporation
Dated: June 30, 2003
Recorded: 7/18/2003
Document Number: File# 20030718000459340
Book:
Page:

Schedule A

Fee Owned

NONE

Schedule B-1

Description of the Mortgaged Lease(s)

1.

Option and Lease Agreement, dated as of July 21, 2000, by and between Glenda K. Payne, as lessor and ForeSite, LLC, as lessee, as amended by an Addendum dated July 21, 2000, and an Option and Lease Agreement Addendum, dated September 20, 2001.

As evidenced by that certain Memorandum of Lease, dated September 26, 2000, by and between Glenda K. Payne, as lessor and ForeSite, LLC, as lessee, as recorded in Shelby County, Alabama, on September 28, 2000, and recorded under Instrument Number 2000-34210.

As supplemented by that certain Ground Lessor Estoppel Letter Consent, dated October 29, 2001, by and between Glenda K. Payne, as lessor, and SBA Properties, Inc., as assignee.

As assigned by an Assignment and Assumption of Ground Lease, dated as of November 27, 2001, by ForeSite, LLC, as assignor to SBA Properties, Inc., as assignee, as recorded in Shelby County, Alabama, on December 11, 2001, and recorded under Instrument No. 2001-54109.

2.

Grant of Easement, dated September 26, 2000, by and between Glenda K. Payne, Brian Payne, Renee Grater and Jennifer Jones, as grantor, and ForeSite, LLC, as grantee, as recorded in Shelby County, Alabama, on September 28, 2000, and recorded under Instrument No. 2000-34211

Schedule B-2

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Leasehold Interest

LEASE AREA:

A parcel of land lying in the Northwest Quarter of the Northeast Quarter of Section 16, Township 21 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Commencing at a 1.5" open top pipe at the northeast corner of a parcel of land as recorded in Inst. # 1993-40489, in the office of the Judge of Probate, Shelby County, Alabama, said pipe also being at the intersection of the east line of said Northwest Quarter of the Northeast Quarter and the southright of way of County Road 26 (80 r/w); thence run South 00 deg. 18 min. 39 sec. East along the east line of said parcel of land and the east line of said Northwest Quarter and also along an old wire fence line a distance of 412.40 feet to a point; thence run South 89 deg. 41 min. 21 sec. West a distance of 9.70 feet to a 5/8" rebar set (19753) and the point of Beginning; thence run South 00 deg. 22 min. 57 sec. East a distance of 100.00 feet to a 5/8" rebar set (19753); thence run South 89 deg. 46 min. 57 sec. West a distance of 100.00 feet to a 5/8" rebar set (19753); thence run North 00 deg. 22 min. 57 sec. West a distance of 100.00 feet to a 5/8" rebar set (19753); thence run North 89 deg. 46 min. 57 sec. East a distance of 100.00 feet to the Point of Beginning.

40 foot Ingress/Egress & Utility Easement:

A parcel of land lying in the Northwest Quarter of the Northeast Quarter of Section 16, Township 21 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Commencing at a 1.5" open top pipe at the northeast corner of a parcel of land as recorded in Inst. # 1993-40489, in the office of the Judge of Probate, Shelby County, Alabama, said pipe also being at the intersection of the east line of said Northwest Quarter of the Northeast Quarter and the southright of way of County Road 26 (80 r/w); thence run South 00 deg. 18 min. 39 sec. East along the east line of said parcel of land and the east line of said Northwest Quarter and also along an old wire fence line a distance of 412.40 feet to a point; thence run South 89 deg. 41 min. 21 sec. West a distance of 9.70 feet to a 5/8" rebar set (19753) at the northeast corner of above described 100' X 100' Lease Parcel; thence run South 89 deg. 46 min. 57 sec. West along the north line of said Lease Parcel a distance of 100.00 feet to a 5/8" rebar set (19753); thence run South 00 deg. 22 min. 57 sec. East along the west line of said Lease Parcel a distance of 24.12 feet to the Point of Beginning of an Ingress/Egress and Utility Easement, being 40 feet in width and 20 feet each side of the following described centerline; thence run North 63 deg. 03 min. 56 sec. West a distance of 53.06 feet to a point; thence run South 83 deg. 09 min. 39 sec. West a distance of 30.10 feet to a point; thence run North 54 deg. 34 min. 04 sec. West a distance of 18.02 feet to a point; thence run North 03 deg. 55 min. 02 sec. West a distance of 46.85 feet to a point; thence run North 01 deg. 54 min. 59 sec. West a distance of 261.82 feet to a point; thence run North 02 deg. 36 min. 18 sec. East a distance of 103.81 feet, more or less to a point on the south right of way of said County Road No. 26 and the Point of Ending. Said easement lies in the NW 1/4 of the NE 1/4 of Section 16, Township 21 South, Range 3 West, Shelby County, Alabama.
