

Prepared by and Return to:  
J. Philip Jones, Esq.  
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Memphis, TN 38119  
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BK 092 | PG 0443

STATE MS.-DESOTO CO.  
FILED

JUL 21 11 30 AM '97

TRANSFER OF NOTE AND LIENS

BK 921 PG 443  
W.E. DAVIS CH. CLK.

THE STATE OF MISSISSIPPI  
COUNTY OF DESOTO

THAT BOATMEN'S BANK OF TENNESSEE (herein called "Assignor"), the legal and equitable owner and holder of that one (1) certain promissory note (the "Note") in the original principal sum of One Million and 00/100 DOLLARS (\$1,000,000.00) dated July 20, 1992 executed by Loeb Bros Realty, L.P., a Tennessee Limited Partnership (herein called "Debtor"), payable to the order of Assignor, more fully described in a Collateral Assignment of Notes and Deeds of Trust (the "Collateral Assignment") and various Deeds of Trust of varying dates ("Deeds of Trust") with the Note from the Debtor to William E. Stemmler, Jr. and William I. Hutton or Aubrey G. Oliver, of Shelby County, Tennessee, Trustee, covering and affecting the real and personal property in Shelby County, Tennessee and Desoto County, Mississippi, the Deeds of Trust and Collateral Assignment having been recorded in Instrument number (see attached Exhibit "A") of the Real Property Records of Shelby County, Tennessee and Desoto County, Mississippi, the Note being secured by the lien and security interests created by the Deeds of Trust and the collateral assignment of rentals therein contained; for a good and valuable consideration paid to Assignor by NationsBank of Tennessee, N. A. (the "Assignee"), the receipt and sufficiency of which are hereby acknowledged, has TRANSFERRED, ASSIGNED, ENDORSED, GRANTED, CONVEYED and DELIVERED, and by these presents does hereby TRANSFER, ASSIGN, ENDORSE, GRANT, CONVEY and DELIVER unto the Assignee all of the following, to-wit:

- (a) The Note and all indebtedness now or hereafter evidenced thereby;
- (b) All of the rights, benefits, privileges, liens, security interests and assignments owned, held, accruing and to accrue to, and for the benefit of, the Assignor, under the Deeds of Trust; and
- (c) All other liens, security interests, lien priority agreements, guarantees, collateral assignments, covenants, agreements, rights, benefits and privileges (including, but not limited to, those accruing under any and all loan agreements, construction loan agreements, security agreements, collateral assignments, mechanics', materialmen's and suppliers' lien waivers and affidavits, subordination or parity agreements, casualty insurance policies and binders, Mortgagee's title insurance policies and binders, payment bonds and performance

bonds) in anywise accruing or to accrue to the benefit of Assignor, in anywise in respect of the Note and any indebtedness now or hereafter evidenced thereby.

This Assignment is made without warranty and without recourse on Assignor.

IN TESTIMONY WHEREOF, Assignor has caused these presents to be executed by its undersigned officers, duly authorized by its Board of Directors effective as of the 1 day of July, 1997.

BOATMEN'S BANK OF TENNESSEE

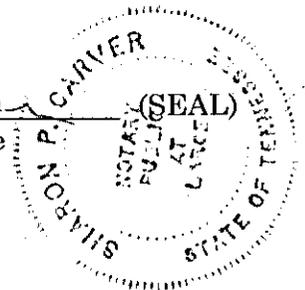
By: Eric Sullenger

Title: Vice President

THE STATE OF TENNESSEE  
COUNTY OF DAVIDSON

This instrument was acknowledged before me on this the 1 day of July, 1997, by Eric Sullenger a Vice President of BOATMEN'S BANK OF TENNESSEE, a Tennessee banking corporation, chartered under the laws of the State of Tennessee, on behalf of such state bank.

Sharon P. Carver  
Notary Public, State of Tennessee



My Commission expires: 5-23-98

AUG 31 1 07 PM '95

SEVEN... CO.

PREPARED BY AND RETURN TO:  
J. Philip Jones, Attorney  
22 North Front Street, Suite 1100  
Memphis, TN 38103-1182  
Phone (901) 522-9000

BK 780 PG 341  
W.E. ... CLK.  
By *[Signature]* Oc

AUG 24 12 02 PM '95

BK ... PG ...  
W.E. ... CLK.

DEED OF TRUST AND FIXTURE FILING,  
ASSIGNMENT OF RENTS, AND SECURITY AGREEMENT  
(MISSISSIPPI)

THIS DEED OF TRUST AND FIXTURE FILING, ASSIGNMENT OF RENTS, AND SECURITY AGREEMENT ("Deed of Trust") is made and entered into this 9 day of August, 1995, by and among LOEB BROS REALTY, L.P., a Tennessee limited partnership, 5264 Poplar Avenue, Memphis, Tennessee 38119 ("Trustor"), and William E. Stemmler, Jr., and Aubrey G. Oliver, 6060 Poplar Avenue, Memphis, Tennessee 38119 (hereinafter collectively referred to as "Trustee"), and BOATMEN'S BANK OF TENNESSEE, a Tennessee banking corporation, 6060 Poplar Avenue, Memphis, Tennessee 38119 ("Beneficiary"). This Deed of Trust covers property which is or may become so affixed to real property so as to become fixtures, and also constitutes a fixture filing under applicable law. This Deed of Trust secures an obligation incurred for the construction of improvements on land and is a construction deed of trust within the meaning of applicable law. This Deed of Trust is for commercial purposes and secures not only existing indebtedness or advances made contemporaneously with the execution hereof, but also future advances, whether obligatory or optional, or both, to the same extent as if such future advances were made contemporaneously with the execution of this Deed of Trust, even if no advance is made at the time of execution of this Deed of Trust, and even if no indebtedness is outstanding at the time any advance is made.

W I T N E S S E T H:

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby grants, bargains, sells, transfers, conveys, and assigns unto Trustee, his successors in trust and assigns, forever, certain real property located in Southaven, Mississippi, described in Exhibit A attached hereto and made a part hereof (the "Property").

TOGETHER with all rents, issues, profits, royalties, income and other benefits derived from the Property (collectively the "rents"), subject to the right, power and authority hereinafter given to Trustor to collect and apply such rents;

TOGETHER with all leasehold estate, right, title and interest of Trustor in and to all leases or subleases covering the Property or any portion thereof now or hereafter existing or entered into, and all right, title, and interest of Trustor