

0255411

1. Debtor(s) (Last Name First) and address(es)

The Industrial Dev. Board of The
City of Pelham
Walker Drug Company
PO Box 1628
Birmingham AL 35201

2. Secured Party (ies) and address(es)

AmSouth Bank N.A.
P. O. Box 11007
Birmingham, AL 35288

3. Filing Officer (Date, Time, No., and Filing Office)

JUDGE OF PROBATE

90 MAY 21 AM 9:48

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INDEXED
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4. ☐ Debtor is a utility.

5. This financing statement covers the following types (or items) of property:

The personal property described on Schedule I attached hereto and made a part hereof, some of which may be or become fixtures on the real estate described on Exhibit A attached hereto and made a part hereof.

TAX Pdown Mtg 292-123

Complete only when filing with the Judge of Probate:

6. The initial indebtedness secured by this financing statement is \$

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ 18.00

☒ This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)

8. Check X if covered: ☐ Products of Collateral are also covered.

No. of additional sheets presented 4

9. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so)

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ already subject to a security interest in another jurisdiction when debtor's location changed to this state.

- ☐ which is proceeds of the original collateral described above in which a security interest is perfected.
☐ acquired after a change of name, identity or corporate structure of debtor
☐ as to which the filing has lapsed

Filed with: Judge of Probate of Shelby County
See attached page for signatures

Signature(s) of Debtor(s)

(1) Filing Officer Copy — Alphabetical

Signature(s) of Secured Party (ies)

(Required only if filed without debtor's Signature—see Box 9)

EXHIBIT A

Part of Block 4, of Cahaba Valley Park North as recorded in Map Book 13, page 140 in the Probate Office of Shelby County, Alabama, more particularly described as follows:

Begin at P.T. Station 21 + 32.44 on the Northerly right of way line of Cahaba Valley Parkway; thence run Northwesternly along said right of way line for 515.0 feet; thence 90 degrees 00 minutes right and run Northerly for 311.76 feet; thence 60 degrees 14 minutes right and run Northeasterly for 1,049.77 feet to a point on the Westerly right of way line of Cahaba Valley Parkway; thence 104 degrees 07 minutes 30 seconds right to become tangent to a curve to the left, said curve having a radius of 1,419.64 feet; thence run Southeasterly along the arc of said curve and along said right of way line for 281.53 feet to the end of said curve, said point being further identified as P.C. Station 13 + 54.43 on the Westerly right of way line of said Cahaba Valley Parkway; thence at tangent to said curve run Southeasterly along said right of way line for 214.33 feet; thence 87 degrees 14 minutes 14 seconds right and run Southwesterly for 509.03 feet; thence 35 degrees 13 minutes 39 seconds left and run Southwesterly for 161.67 feet to a point on the Northeasterly right of way line of Cahaba Valley Parkway; thence 90 degrees 00 minutes right to become tangent to a curve to the left, said curve having a radius of 202.39 feet; thence run Northwesternly along the arc of said curve and along said right of way line for 88.33 feet to the point of beginning. Said parcel of land being a part of the West 1/2 of the NE 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama.

SCHEDULE I

- A. The real estate described on Exhibit A attached hereto and made a part hereof (the "Real Estate") and all improvements, structures, buildings and fixtures now or hereafter situated thereon (the "Improvements").
- B. All permits, easements, licenses, rights-of-way, contracts, privileges, immunities, tenements and hereditaments now or hereafter pertaining to or affecting the Real Estate or the design, construction and equipping of the Improvements.
- C.
 - (i) All leases, written or oral, and all agreements for use or occupancy of any portion of the Real Estate or the Improvements with respect to which the Debtor is the lessor, any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Real Estate or the Improvements (all such leases, subleases, agreements and tenancies heretofore mentioned being hereinafter collectively referred to as the "Leases");
 - (ii) any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;
 - (iii) the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Debtor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Real Estate or any of the Improvements, or any part thereof, including, but not limited to, minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Real Estate or the Improvements, together with any and all rights and claims of any kind that the Debtor may have against any such lessee under the Leases or against any subtenants or occupants of the Real Estate or any of the Improvements, all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents"; and

(iv) any award, dividend or other payment made hereafter to the Debtor in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent.

- D. All building materials, equipment, fixtures, tools, apparatus and fittings of every kind or character now owned or hereafter acquired by the Debtor for the purpose of, or used or useful in connection with, the Improvements, wherever the same may be located, including, without limitation, all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows, hardware, nails, wires, wiring, engines, boilers, furnaces, tanks, motors, generators, switchboards, elevators, escalators, plumbing, plumbing fixtures, air-conditioning and heating equipment and appliances, electrical and gas equipment and appliances, hot water heaters, other appliances, carpets, rugs, window treatments, lighting, fixtures, pipes, piping, decorative fixtures, and all other building materials, equipment and fixtures of every kind and character used or useful in connection with the Improvements.

Signature Page

The Industrial Development Board of the City of Pelham

By Donna K. Stiles
Its Chairman

~~Walker Drug Company~~

Walker Drug Company
By William H. Halperin
Its General Partner

By *Sam A. M. L. J.*
Its General Partner

By James O. Nathan
Its General Partner

Thomas A. Davidson, Jr.
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STATE OF ALA. SHELTON
I CERTIFY THIS
INSTRUMENT WAS FILED