

1. Return copy or recorded original to:

Randall H. Morrow
Maynard, Cooper, Frierson & Gale, P.C.
1901 Sixth Avenue North
2400 AmSouth/Harbert Plaza
Birmingham, Alabama 35203-2602

Pre-paid Acct. # _____

2. Name and Address of Debtor

(Last Name First if a Person)

Daniel U.S. Properties Limited Partnership
1200 Corporate Drive
Birmingham, Alabama 35242-2940

Social Security/Tax ID # _____

2A. Name and Address of Debtor

(IF ANY)

(Last Name First if a Person)

Social Security/Tax ID # _____

☐ Additional debtors on attached UCC-E

3. SECURED PARTY (Last Name First if a Person)

AmSouth Bank N.A.
P. O. Box 11007
Birmingham, Alabama 35288
Attention: Commercial Real Estate Loan Dept.

Social Security/Tax ID # _____

☐ Additional secured parties on attached UCC-E

5. The Financing Statement Covers the Following Types (or items) of Property:

All types (or items) of property described in Schedule I attached hereto and made a part hereof.

Some of said property is now, or may in the future become affixed to the Land described in Exhibit A to said Schedule I. The Debtor is a record owner of the Land. This financing statement is filed as additional security to that certain Mortgage, Security Agreement and Assignment of Rents and Leases between the Debtor and the Secured Party recorded concurrently herewith, in Mortgage Book 398, at Page 879. This financing statement is to be cross-indexed in the Real Estate Mortgage Records.

5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:

0	0	0	8	0	0
1	0	0			
2	0	0			
3	0	0			
5	0	0			
6	0	0			
7	0	0			

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

6. 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.

Daniel U.S. Properties Limited Partnership
By: Daniel Realty Investment Corporation,
General Partner

By: [Signature]

Signature(s) of Debtor(s)

Type Name of Individual or Business

7. Complete only when filing with the Judge of Probate:

The initial indebtedness secured by this financing statement is \$ N/A

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ 17.00 * (see block 5)

8. ☐ 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)

Signature(s) of Secured Party(ies)
(Required only if filed without debtor's Signature — see Box 6)

AmSouth Bank N.A.

Signature(s) of Secured Party(ies) or Assignee

By: Mary B Voorhees

Signature(s) of Secured Party(ies) or Assignee

Vice President

Type Name of Individual or Business

030882

STATE OF ALA. SHERIFF CO.
I CERTIFY THIS
DOCUMENT WAS FILED

92 MAR 31 AM 5:13

[Signature]
JUDGE OF PROBATE

**SCHEDULE I
TO
FINANCING STATEMENT**

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

(a) Land. All those certain lot(s), piece(s) or parcel(s) of land located in Shelby County, Alabama more particularly described in Exhibit A, as the description of the same may be amended or supplemented from time to time, together with all other property, rights and interests described in said Exhibit A (all of the foregoing hereinafter collectively called the "Land").

(b) Improvements. All buildings, structures, facilities, streets, roads, lakes and other improvements now or hereafter located on the Land, and all building material, building equipment and fixtures of every kind and nature now or hereafter located on the Land or attached to, contained in, or used in connection with, any such buildings, structures, facilities or other improvements, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, owned by the Debtor or in which the Debtor has or shall acquire an interest, including any recreational facilities now or hereafter located on the Land, such as tennis courts or swimming pools, and (subject to the prior rights, if any, of other persons) any pumping stations, lines and other equipment now or hereafter used in connection with the sewage system on the Land (all of the foregoing hereinafter collectively called the "Improvements," and together with the Land called the "Real Property").

(c) Personal Property. All chattels and other articles of personal property and fixtures, both tangible and intangible (including appurtenances, additions and accessions thereto and replacements, substitutions, betterments and renewals thereof), of every kind or character now owned or hereafter constructed, created or acquired by the Debtor and attached to the Real Property; or placed on the Real Property and used or useful in connection with, or in any way appertaining or relating to, the Real Property (or the operations of the Debtor thereon) though not attached to the Real Property; or for which the proceeds of the loan to be made by the Secured Party to the Debtor pursuant to the Loan Agreement dated March 27, 1992, entered into by the Secured Party and the Debtor or other advances described in the Loan Agreement have been or may be advanced, wherever the same may be located; including: (i) all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows, hardware, wires, wiring and other building materials; and (ii) all machinery, equipment, motor vehicles, appliances and fixtures for generating or distributing air, water, heat, electricity, light, fuel or refrigeration, or for incinerating or compacting plants, or for ventilating or sanitary purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse, sewage, or garbage, and all furniture, furnishings, decorations, art, mirrors, wall-beds, wall-safes, built-in furniture, appliances and installations, linens, towels, cutlery, dishes, shelving, partitions, screens, doorstops, vaults, elevators, escalators, dumbwaiters, awnings, window shades, venetian blinds, curtains, window treatments, light fixtures, bathroom

fixtures, fire hoses and brackets and boxes for same, fire sprinklers, alarm systems, drapery rods and brackets, screens, storm doors and windows, linoleum, carpets, rugs, wall coverings, plumbing, laundry and drying equipment, vacuum and other cleaning systems and equipment, call systems, switchboards, iceboxes, refrigerators, heating units, dishwashing equipment, stoves, ovens, water heaters, generators, tanks, motors, engines, boilers, furnaces, incinerators, garbage disposers, video and audio equipment, entertainment equipment and systems, recreation equipment, communication systems, and signage and graphics (all of the foregoing hereinafter collectively called the "Personal Property").

(d) Tenant Leases and Rents. (i) All leases, subleases, lettings and licenses, and other use and occupancy agreements, written or oral, covering any of the Real Property or Personal Property with respect to which the Debtor is the lessor, licensor or sublessor, including any of the same now in existence, and any and all other such agreements hereafter made or entered into (all of the foregoing hereinafter collectively called the "Tenant Leases"); (ii) any and all guaranties of the performance of the lessee, licensee, sublessee or occupant (all of the foregoing hereinafter collectively called the "Tenants") under any of the Tenant Leases; (iii) the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or that 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 Tenant Leases, the Real Property, the Personal Property, or any part thereof, including minimum rents, additional rents, percentage rents, common area maintenance charges payable to the Debtor, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any Tenant upon the exercise of any cancellation privilege provided for in any of the Tenant 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 Property or Personal Property, together with any and all rights and claims of any kind that the Debtor may have against any Tenant; and (iv) any award, dividend or other payment made hereafter to the Debtor in any court procedure involving any of the Tenants in any bankruptcy, insolvency or reorganization proceedings before any governmental authority and any and all payments made by Tenants in lieu of rent.

(e) Insurance Policies. Each and every policy of hazard insurance now or hereafter in effect which insures the Improvements, the Personal Property, or any part thereof, together with all right, title and interest of the Debtor in and to each and every such policy, including any premiums paid on each such policy and rights to returned premiums.

(f) Condemnation Awards. Any and all judgments, damages, settlements, awards, payments and compensation, including all interest thereon, together with the right to receive the same, that may be made to the Debtor or any subsequent owner of any of the Real Property, the Personal Property or any other property or rights described herein, as a result of (i) the exercise of the right of eminent domain or condemnation, (ii) the alteration of the grade or of any street or (iii) any other injury to or decrease in value of the Real Property or the Personal Property.

(g) General Intangibles and Agreements. (i) Subject to the prior rights, if any, of other persons, all general intangibles relating to the development or use of the Real Property, the Personal Property, or any other property or rights described herein, or the management and operation of any business of the Debtor thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals and other trade secrets; (ii) subject to the prior rights, if any, of other persons, the good will of any business conducted or operated on the Real Property, all governmental permits relating to the construction, renovation or operation thereof, and all names under or by which the same may at any time be operated or known and all rights to carry on business under any such names or any variant thereof; and (iii) and all contracts and agreements (including leasing, management, operating and concession agreements) affecting the Real Property, the Personal Property or any other property described herein, or used or useful in connection therewith, whether now or hereafter entered into;

(h) Supplemental Documents. All changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing.

(i) Proceeds. All proceeds (including insurance proceeds) of any of the foregoing, or of any part thereof.

(j) Other Property. Any and all other real or personal property, rights, titles and interests from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred to the Secured Party, or in which the Secured Party is granted a security interest, as and for additional security hereunder by the Debtor, or by anyone on behalf of, or with the written consent of, the Debtor.

Some of the above-described property is now, or may in the future become, affixed to the Land described in Exhibit A. The Debtor is the record owner of the Land.

THIS FINANCING STATEMENT IS TO BE CROSS-INDEXED IN THE REAL ESTATE MORTGAGE RECORDS.

EXHIBIT A

Description of the Land

Lots 6, 7 and 9, according to the Map and Survey of Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 12, page 10, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Lot 11-A-1, Meadow Brook Corporate Park South, Phase II, according to the Resurvey of Lots 11A and 11B, as recorded in Map Book 13, page 84, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Lots 11C, 11D and 11E, according to Meadow Brook Corporate Park South, Phase II, Resurvey of Lot 11, as recorded in Map Book 13, page 82, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Lot 2B, according to the Resurvey of Lot 2, Meadow Brook Corporate Park Phase I, as recorded in Map Book 12, page 13, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

STATE OF ALABAMA
I CERTIFY
INSTRUMENT NO.

92 MAR 31 AM 5:13

Thomas H. [Signature]
JUDGE OF PROBATE