

☐ The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).

No. of Additional Sheets Presented:

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Return copy or recorded original to:

Darin W. Collier, Esq.
Burr & Forman
P.O. Box 830719
Birmingham, Alabama 35283-0719

Pre-paid Acct #

2. Name and Address of Debtor

(Last Name First if a Person)

Century/Chase, L.L.C.
Suite 1200
820 Shades Creek Parkway
Birmingham AL 35209

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. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)

Nationwide Life Insurance Company
Attn: Real Estate Investments
One Nationwide Plaza
Columbus OH 43215-2220

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

THIS SPACE FOR USE OF FILING OFFICER
Date, Time, Number & Filing Office

Inst # 1996-17424
05/30/1996-17424
08:34 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
18.00
DO4 MCD

FILED WITH:

Shelby County Judge of Probate

4. ASSIGNEE OF SECURED PARTY

(IF ANY)

(Last Name First if a Person)

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

The Collateral is more fully described on Exhibit B attached hereto and made a part hereof. The "Real Property" referenced in Exhibit B is more fully described on Exhibit A attached hereto and made a part hereof.

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

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.

7. Complete only when filing with the Judge of Probate:
The initial indebtedness secured by this financing statement is \$

3,750,000.00
Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ 5,625.00

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)

CENTURY/CHASE, L.L.C.

Signature(s) of Debtor(s)

BY: *Richard T. Anderson*

Signature(s) of Debtor(s)

He Anthony Member

Type Name of Individual or Business

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

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

Type Name of Individual or Business

(1) FILING OFFICER COPY - ALPHABETICAL
(2) FILING OFFICER COPY - NUMERICAL

(3) FILING OFFICER COPY - ACKNOWLEDGEMENT
(4) FILE COPY - SECURED

(5) FILE COPY DEBTOR(S)

STANDARD FORM --- UNIFORM COMMERCIAL CODE --- FORM UCC-1
Approved by The Secretary of State of Alabama

EXHIBIT A
TO UCC-1 FINANCING STATEMENT
FROM CENTURY/CHASE, L.L.C., AS DEBTOR
TO NATIONWIDE LIFE INSURANCE COMPANY, AS SECURED PARTY

PARCEL I:

Lots 1 and 2, according to the Survey of Chase Park South, as recorded in Map Book 8, page 61, in the Probate Office of Shelby County, Alabama.

PARCEL II:

Commence at the northeast corner of the northeast quarter of the southeast quarter of Section 19, Township 19 South, Range 2 West; thence run west along the north line of said quarter section line for a distance of 4622.16 feet; thence turn an angle left of 90 degrees 00 minutes 00 seconds and run south for a distance of 88.78 feet to the POINT OF BEGINNING; thence turn an angle to the left of 120 degrees 42 minutes 25 seconds and run north 59 degrees 17 minutes 35 seconds east for a distance of 514.92 feet to a point on the southwesterly right-of-way line of Parkway River Road; thence turn an angle to the right of 84 degrees 26 minutes 00 seconds and run south 36 minutes 16 minutes 25 seconds east for a distance of 160.90 feet to the point of beginning of a curve to the right, said curve having a central angel of 92 degrees 49 minutes 00 seconds, a radius of 170.00 feet, a chord distance of 246.25 feet, and a chord bearing of south 10 degrees 08 minutes 05 seconds west; thence run along the arc of said curve of the southwesterly, westerly, and northwesterly right-of-way line of Parkway River Road for a distance of 275.39 feet to the point of tangent of said curve; thence run south 56 degrees 22 minutes 35 seconds west along the northwesterly right-of-way line of Parkway River Road for a distance of 116.87 feet to the point of beginning of a curve to the left, said curve having a central angle of 31 degrees 00 minutes 00 seconds, a radius of 280.00 feet, a chord distance of 149.65 feet and a chord bearing of south 41 degrees 02 minutes 35 seconds west; thence run along the arc of said curve and along the northwesterly right-of-way line of Parkway River Road for a distance of 151.50 feet to the point of tangent of said curve; thence run north 46 degrees 12 minutes 25 seconds west for a distance of 413.96 feet to the POINT OF BEGINNING.

EXHIBIT B
TO UCC-1 FINANCING STATEMENT
FROM CENTURY/CHASE, L.L.C., AS DEBTOR
TO NATIONWIDE LIFE INSURANCE COMPANY, AS SECURED PARTY

All of the Debtor's right, title and interest in and to the following described collateral, whether now or hereafter existing or now owned or hereafter acquired or accrued (collectively referred to herein as the "Collateral"):

(a) All buildings, structures and other improvements of any kind, nature or description now or hereafter erected, constructed, placed or located upon the real property, the ("Real Property"), including, without limitation, all fixtures, attachments, appliances, equipment, machinery, and other articles now or hereafter affixed or attached to such buildings, structures or other improvements, except property owned by tenants (all of which shall, to the full extent under applicable law, constitute real property and are hereinafter sometimes together referred to as the "Improvements"), including, without limitation, any and all additions to, substitutions for or replacements of such Improvements.

(b) All minerals, royalties, gas rights, water, water rights, water stock, flowers, shrubs, lawn plants, crops, trees, timber and other emblements now or hereafter located on, under or above all or any part of the Real Property.

(c) All and singular, the tenements, hereditaments, strips and gores, rights-of-way, easements, privileges and other appurtenances now or hereafter belonging or in any way appertaining to the Real Property, including, without limitation, all right, title and interest of the Debtor in any after-acquired right, title, interest, remainder or reversion, in and to the beds of any ways, streets, avenues, roads, alleys, passages and public places, open or proposed, in front of, running through, adjoining or adjacent to said Real Property (hereinafter sometimes together referred to as "Appurtenances").

(d) Any and all leases, contracts, rents, royalties, issues, revenues, profits, proceeds, income and other benefits, including accounts receivable, of, accruing to or derived from said Real Property, Improvements and Appurtenances and any business or enterprise presently situated or hereafter operated thereon and therewith (hereinafter sometimes referred to as the "Rents").

(e) Any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to, taking of, or decrease in the value of, the Collateral, to the extent of all amounts which may be secured by this Mortgage at the date of any such award or payment including but not limited to the Reasonable Attorneys' Fees (as hereinafter defined), costs and disbursements incurred by the Secured Party in connection with the collection of such award or payment.

(f) All of the right, title and interest of Debtor in and to all fixtures, goods, inventory, chattels, construction supplies and materials, fittings, furniture, furnishings, equipment, machinery, apparatus, appliances and other items of Collateral, whether tangible or intangible, of any kind, nature and description, whether now owned or hereafter acquired by Debtor, including, without limitation, all signs and displays, all heating, air conditioning, water, gas, lighting, incinerating and power equipment; all engines, compressors, pipes, pumps, tanks, motors, conduits, wiring, and switchboards; all plumbing,

lifting, cleaning, fire prevention, fire extinguishing, sprinkling, refrigerating, ventilating, waste removal, and communications equipment and apparatus; all boilers, furnaces, oil burners, vacuum cleaning systems, elevators, and escalators; all stoves, ovens, ranges, disposal units, dishwashers, water heaters, exhaust systems, refrigerators, cabinets and partitions; all rugs, attached floor coverings, curtains, rods, draperies, and carpets, all building materials, tools, shades, awnings, blinds, screens, storm doors and windows; and all other general intangibles, contract rights, accounts receivable, chattel paper, documents and business records, of every kind, including, without limitation, any and all licenses, permits, franchises, trademarks, tradenames, service marks, or logos; any of which is, are or shall hereafter be located upon, attached, affixed to or used or useful, either directly or indirectly, in connection with the complete and comfortable use, occupancy and operation of the Real Property and Improvements and Appurtenances as a office park or any other business, enterprise or operation as may hereafter be conducted upon or within said Real Property, Improvements and Appurtenances, as well as the proceeds thereof or therefrom regardless of form (hereinafter sometimes together referred to as the "Fixtures and Collateral," which term expressly excludes any toxic waste or substances deemed hazardous under federal, state, regional or local laws). Debtor hereby expressly grants to Secured Party a present security interest in and a lien and encumbrance upon the Fixtures and Collateral.

Inst # 1996-17424

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