

STATE OF ALABAMA )

COUNTY OF SHELBY )

*Naffar*

This instrument was prepared by  
Edward P. Meyerson  
2125 Morris Avenue  
Birmingham, AL 35203

**AMENDED VERIFIED CLAIM OF LIEN**

Sherman International Corp. files this amended verified claim of lien to amend the verified claim of lien heretofore filed by Sherman International Corp. on February 7, 1997 in the Office of the Judge of Probate of Shelby County, Alabama at Inst # 1997-04138. This amendment is made to reflect the first and second mortgage holders on the subject property.

Sherman International Corp., a corporation qualified under the laws of the State of Alabama, by and through Jeff Gilmer, its Corporate Credit Manager, who has personal knowledge of the facts herein set forth, files this statement in writing, verified by his oath. Sherman International Corp., claims a lien upon the Community Bio Resources Building located at 2197 Parkway Lake Drive and situated in Shelby County, Alabama, more particularly described as follows, to-wit:

**SEE ATTACHED EXHIBIT A**

This lien is claimed, separately and severally, as to the land, buildings and improvements thereon to the extent of the entire lot or parcel which is contained within a city or town. If said land is not within a city or town, this lien is claimed, separately and severally, as to the buildings and improvements located on the above-described real property, plus one (1) acre of land surrounding and contiguous thereto.

This lien is claimed on the above mentioned land, buildings and improvements to

02/21/1997-05615  
12:30 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
009 MCD 29.50

Inst # 1997-05615

secure the indebtedness owed by Riverchase Office Partners in the amount of TWENTY-FIVE THOUSAND FIVE HUNDRED THIRTY-NINE AND 53/100 DOLLARS (\$25,539.53), said sum being due and owing after all credits have been given from the 8th day of October, 1996, and which sum, plus attorney fees and interest thereon, is presently due and unpaid.

This sum of money is due and owing for materials and labor supplied by Sherman International Corp., said materials and labor being used for the construction of the buildings and improvements on the above-described real property.

The owner or proprietor of the above-described real property is: Riverchase Office Partners. The first mortgage holder on the above-described real property is: First Alabama Bank. The second mortgage holder on the above-described real property is: Marathon Electrical Contractors, Inc.

**SHERMAN INTERNATIONAL CORP.**

By: \_\_\_\_\_

Its: Corporate Credit Manager

**STATE OF ALABAMA     )**

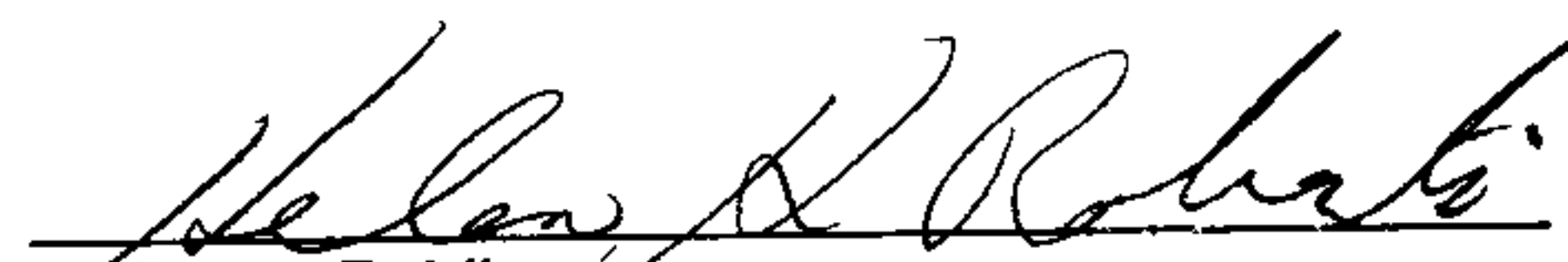
**COUNTY OF JEFFERSON )**

Before me, the undersigned, a Notary Public, in and for the County of Jefferson, State of Alabama, personally appeared Jeff Gilmer, and acknowledged before me on this

day that, being informed of the contents of the foregoing he, as Corporate Credit Manager for Sherman International Corp., and with full authority, executed the same voluntarily for and as an act of said corporation.



Sworn to and Subscribed before me on this 19<sup>th</sup> day of FEBRUARY, 1997.

  
Notary Public

My Commission Expires: ~~1/22/2000~~

MY COMMISSION EXPIRES JULY 29, 1999

**EXHIBIT "A"**

Part of the South Quarter of Section 19, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

From the Southeast corner of said Section 19, run in a Westerly direction along the South line of said section for a distance of 3,471.23'; thence turn an angle to the right of 90° and run in a Northerly direction for a distance of 364.58' to an existing iron pin being a corner of the Baptist Medical Center Property; thence turn an angle to the right of 77°37'30" and run in an Easterly direction along the South line of said Baptist Medical Center Property for a distance of 1,092.06' to an existing iron pin being on the West right-of-way line of Riverchase Parkway East and being the point of beginning; thence turn an angle to the right of 180° and run in a Westerly direction for a distance of 300.38' to an existing iron pin; thence turn an angle to the left of 95°03'02" and run in a Southerly direction for a distance of 436.17' to an existing iron pin being in the Northwest right-of-way line of Parkway Lake Drive; thence turn an angle to the left (108°58'25" to chord line) and run along the arc of the curved right-of-way line of Parkway Lake Drive (said curve being concave in a Northwesterly direction and having a central angle of 30°30' and a radius of 570.00') for a distance of 303.43' to the end of said curve right-of-way line; thence run in a Northeasterly direction along a line tangent to the end of said curve and being the Northwest right-of-way line of Parkway Lake Drive for a distance of 133.99' to a point of curve; said curve being concave in a Westerly direction and having a radius of 25.00' and a central angle of 90°; thence turn an angle to the left and run along the arc of said curve for a distance of 39.27' to the end of said curve and being on the West right-of-way line of Riverchase Parkway East; thence run in a Northwesterly direction along a line tangent to the end of said curve and being the West right-of-way line of Riverchase Parkway East for a distance of 31.17' to another point of curve; said curve being concave in a Northeasterly direction and having a central angle of 17°23'42" and a measured radius of 646.25'; thence turn an angle to the right and run in a Northwesterly direction along the West right-of-way line of said Riverchase Parkway East for a distance of 196.20', more or less, to the point of beginning.

4/3/52

735

THIS DOCUMENT PREPARED BY:

J. Brooke Johnston, Jr., Esq.  
HASKELL SLAUGHTER & YOUNG,  
PROFESSIONAL ASSOCIATION  
808 AmSouth-Bond Tower  
Birmingham, Alabama 35203  
(205) 281-1060

STATE OF ALABAMA)

COUNTY OF SHELBY)

DEED

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of THREE HUNDRED THIRTY-ONE THOUSAND and 80/100 DOLLARS (\$331,880.80), in hand paid by Riverchase Office Partners, a general partnership (hereinafter referred to as "Grantee"), to the undersigned, RIVERCHASE WELLNESS ASSOCIATES, a general partnership (hereinafter referred to as "GRANTOR"), the receipt of which is hereby acknowledged, the said GRANTOR does by these presents grant, bargain, sell and convey unto the said GRANTEE the following described real estate situated in Shelby County, Alabama:

Part of the South Quarter of Section 19, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

282 ml 38

From the Southeast corner of said Section 19, run in a Westerly direction along the South line of said section for a distance of 3,471.33 feet; thence turn an angle to the right of 90° and run in a Northerly direction for a distance of 384.58 feet to an existing iron pin being a corner of the Baptist Medical Center Property; thence turn an angle to the right of 77°37'30" and run in an Easterly direction along the South line of said Baptist Medical Center Property for a distance of 1,002.86 feet to an existing iron pin being on the West right-of-way line of Riverchase Parkway East and being the point of beginning; thence turn an angle to the right of 180° and run in a Westerly direction for a distance of 300.38 feet to an existing iron pin; thence turn an angle to the left of 98°33'08" and run in a Southerly direction for a distance of 438.17 feet to an existing iron pin being on the Northwest right-of-way line of Parkway

The full consideration quoted above was paid from mortgage loan closed simultaneously herewith.

*Not a Bank of Commerce*



BOOK 282 PAGE 39

Lake Drive; thence turn an angle to the left ( $102^{\circ}58'25''$  to shore line) and run along the arc of the curved right-of-way line of Parkway Lake Drive (said curve being concave in a Northwesterly direction and having a central angle of  $30^{\circ}36'$  and a radius of 575.00 feet) for a distance of 303.43 feet to the end of said curved right-of-way line; thence run in a Northeasterly direction along a line tangent to the end of said curve and being the Northwest right-of-way line of Parkway Lake Drive for a distance of 133.35 feet to a point of curve; said curve being concave in a Westerly direction and having a radius of 25.00 feet and a central angle of  $90^{\circ}$ ; thence turn an angle to the left and run along the arc of said curve for a distance of 39.27 feet to the end of said curve and being on the West right-of-way line of Riverchase Parkway East; thence run in a Northwesterly direction along a line tangent to the end of said curve and being the West right-of-way line of Riverchase Parkway East for a distance of 31.17 feet to another point of curve; said curve being concave in a Northeasterly direction and having a central angle of  $17^{\circ}13'42''$  and a measured radius of 646.26 feet; thence turn an angle to the right and run in a Northwesterly direction along the West right-of-way line of said Riverchase Parkway East for a distance of 194.20 feet, more or less, to the point of beginning.

Such land is conveyed subject to the following:

1. Ad valorem taxes due and payable October 1, 1990.
2. Mineral and mining rights not owned by GRANTOR.
3. Any applicable zoning ordinances.
4. Said property conveyed by this instrument is hereby subjected to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business), recorded in Miscellaneous Book 13, beginning at page 80, as amended by Amendment No. 1 recorded in Miscellaneous Book 16, beginning at page 189, as further amended by Amendment No. 2 recorded in Miscellaneous Book 16, beginning at page 632, in the office of the Judge of Probate of Shelby County, Alabama.
5. It is understood that said property conveyed by this instrument is presently restricted to use as an office development/or medical facility (with a density not to exceed 10,000 square feet per acre), in accordance with the Riverchase Architectural Committee Development Criteria for the Planned Office Development dated April 11, 1980, unless a change in use is authorized pursuant to the Riverchase Business Covenants, described in paragraph 4 above, said restriction to be effective for the same period of time as the Riverchase Business Covenants.
6. Said property conveyed by this instrument is hereby subjected to that certain land use agreement between The Herbert-Equitable Joint Venture and Blue Cross and Blue Shield of Alabama, recorded in Miscellaneous Book 16, beginning at page 690, in the office of the Judge of Probate of Shelby County, Alabama, as amended per agreement dated September 13, 1980, as recorded in

Real Book 18, beginning at page 84, in the Office of the Judge of Probate of Shelby County, Alabama.

7. Utility easements and sanitary sewer easements as shown on survey of Laurence D. Waygand, dated November 13, 1985. Any user of these easements agrees to restore the property to the condition existing immediately prior to the easements being used.
8. Restrictions appearing of record in Real Book 83, page 84, in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD UNTO GRANTEE, its successors and assigns, forever.

The purchase price of the above described property was paid by a purchase money mortgage closed simultaneously.

IN WITNESS WHEREOF, the GRANTOR has caused this conveyance to be executed by the duly authorized General Partner of the Grantor effective as of the 1st day of December, 1989.

STATE OF ALABAMA  
I CERTIFY THIS  
INSTRUMENT WAS FILED

50 MAR 12 PM 2:48

RIVERCHASE WELLNESS ASSOCIATES

By

J. Brooke Johnston, Jr.,  
General Partner

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that J. Brooke Johnston, Jr., whose name as General Partner of Riverchase Wellness Associates, a general partnership, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such General Partner, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal, this 2nd day of February, 1990.

[ NOTARIAL SEAL ]

Notary Public

My Commission Expires 10/20/91

10/20/91



STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

**MORTGAGE AND SECURITY AGREEMENT**  
("Mortgage")

This document is also a financing statement filed as a fixture filing pursuant to Ala. Code § 7-9-402(9) (1975), and should be indexed in the index of financing statements under the names of Mortgagor, as debtor, and Mortgagee, as secured party.

☒ (Check box if applicable) This Mortgage is a "construction mortgage" within the meaning of such term in Ala. Code § 7-9-313(1)(c) (1975) and Ala. Code § 7-9-313(6) (1975).

04/10/1995-09179

KNOW ALL MEN BY THESE PRESENTS: That whereas

12:15 PM CERTIFIED

FILED BY COUNTY JUDGE OF PROBATE

**RIVERCHASE OFFICE PARTNERS, an Alabama general partnership,**

has become justly indebted to **FIRST ALABAMA BANK**, an Alabama banking corporation, whose address is Post Office Box 10247, Birmingham, Alabama 35202 (the "Mortgagee"), in the principal sum of **THREE MILLION, ONE HUNDRED THOUSAND AND NO/100 (\$3,100,000.00) DOLLARS**, together with interest thereon, as evidenced by one or more promissory notes, guarantees or other documents delivered to, or letters of credit issued by, Mortgagee;

NOW, THEREFORE, in consideration of the premises and in order to secure the payment of said indebtedness (including any future advances) and any renewal or extensions thereof and any other indebtedness now or hereafter owed by any of the above-named to Mortgagee, whether such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint or several, or otherwise secured or not (except a principal dwelling shall not secure any such other indebtedness incurred for personal, family, or household purposes unless a right of rescission has been given or the transaction is otherwise exempt from federal regulations applicable to consumer credit), and to secure compliance with all of the covenants and stipulations hereinafter contained,

**RIVERCHASE OFFICE PARTNERS, an Alabama general partnership,**

whether one or more, the "Mortgagor") does hereby grant, bargain, sell and convey unto Mortgagee the real property situated in Shelby County, State of Alabama, that is described below or in an attachment or exhibit hereto:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

04/10/1995-09179

12:15 PM CERTIFIED

FILED BY COUNTY JUDGE OF PROBATE

Together with all rents and other revenues thereof and all rights, privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in any wise appertaining, including any after-acquired title and easements (collectively the "Property"), also together with all rights, title and interests now or hereafter owned by Mortgagor in and to all buildings and improvements, windows, doors, heating, lighting, ventilating, air conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling systems, detection devices and other equipment and fixtures now or hereafter attached or appertaining to the Property (collectively, the "Improvements").

TO HAVE AND TO HOLD the same and every part thereof unto Mortgagee, its successors and assigns forever.

And for the consideration aforesaid, and as additional security for all of the indebtedness described above (including any future advances), Mortgagor hereby assigns and transfers to Mortgagee, and grants to Mortgagee a security interest in, all building materials, equipment, fixtures and fittings of every kind or character that improve or are intended to improve the Property, including, without limitation, all lumber, bricks, building blocks, sand, cement, roofing materials, paint, doors, windows, nails, wiring, hardware, plumbing and plumbing fixtures, heating and air conditioning equipment, electrical and gas equipment, piping, decorative fixtures, and in general all building materials, equipment and appliances of every kind and character, wherever located or stored, and whether now owned or hereafter acquired by Mortgagor (collectively, the "Personal Property"); provided, however, that for any consumer credit obligation secured hereby, Mortgagee waives any non-purchase money security interest in "household goods" as defined in federal regulations applicable to unfair or deceptive credit contract provisions and further waives any security interest in "consumer goods" purchased more than twenty (20) days after Mortgagee gives value. The Property, the Improvements and the Personal Property are hereinafter collectively called the "Mortgaged Property."

And for the purpose of further securing the payment of said indebtedness Mortgagor warrants, covenants and agrees with Mortgagee, its successors and assigns as follows:

1. Mortgagor is lawfully seized in fee simple and possessed of the Mortgaged Property and has a good right to convey the same as aforesaid. The Mortgaged Property is free and clear of all encumbrances, easements, and restrictions not herein specifically mentioned, except those encumbrances, easements, and restrictions described in Exhibit "B" attached hereto and made a part hereof. Mortgagor will warrant and forever defend the title to the Mortgaged Property against the claims of all persons whomsoever.

2. Mortgagor shall pay all taxes and assessments, as well as all other liens or mortgages taking priority over this Mortgage. If the Mortgaged Property or any part thereof is a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration or covenants creating or covering the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and any related documents.

3. Mortgagor shall keep the Mortgaged Property continuously insured in such amounts, in such manner, and with such companies as may be satisfactory to Mortgagee against loss by fire and wind (including so-called extended coverage), and other exposed hazards, including such hazards as Mortgagee may specify from time to time, with loss, if any, payable to Mortgagee under a standard mortgagee's clause providing at least 10 days notice to Mortgagee of cancellation of such insurance, and shall deposit with Mortgagee policies of such insurance or, at Mortgagee's election, certificates thereof, and shall pay the premiums therefor as the same become due. Mortgagor shall have the right to provide such insurance through a policy or policies independently obtained and paid for by Mortgagor or through an existing policy. Mortgagee may, for reasonable cause, refuse to accept any policy of insurance obtained by Mortgagor. Mortgagor shall give immediate notice in writing to Mortgagee of any loss or damage to the Mortgaged Property from any cause whatsoever. If Mortgagor fails to keep the Mortgaged Property insured as above specified, Mortgagee, in its sole discretion, may insure the Mortgaged Property for its insurable value against loss by fire, wind and other hazards for the benefit of Mortgagee. The proceeds of any such insurance shall be paid by the insurer to Mortgagee, and Mortgagee is hereby granted full power to settle and compromise claims under all policies, to endorse in the name of Mortgagor any check or draft representing the proceeds of any such insurance, and to demand, receive and give receipt for all sums becoming due thereunder. Any such insurance proceeds, if collected, may either be credited on the indebtedness secured by this Mortgage, less cost of collection, or used in repairing or reconstructing any portion of the Mortgaged Property, as Mortgagor may elect. No application of insurance proceeds received by Mortgagee shall extend or postpone the due date of any installment payments due from Mortgagor or reduce the amount of any such installment payments.

4. Mortgagee, in its sole discretion, may require Mortgagor to establish an escrow account for the payment of yearly taxes, assessments, and other similar charges against the Mortgaged Property or any part thereof, as well as premiums of insurance, all as estimated by Mortgagee to be sufficient to pay the same when due and otherwise in accordance with any applicable statutes or regulations. Such deposits shall not be considered trust funds, but may be commingled with the general funds of Mortgagee, and no interest shall be payable in respect thereon. Upon demand by Mortgagee, Mortgagor shall deliver to Mortgagee such additional monies as are required to make up any deficiency in the amounts necessary to enable Mortgagee to pay such taxes, assessments, insurance, and similar charges.

5. Mortgagor shall take good care of the Mortgaged Property and shall not commit or permit any waste thereon or thereof, and shall keep the same repaired and at all times shall maintain the same in as good condition as it now is, reasonable wear and tear alone excepted.

Inst # 1995-09179

1995-09179



STATE OF ALABAMA)

SECOND MORTGAGE

SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS the undersigned, Riverchase Office Partners, an Alabama General Partnership, is justly indebted to Marathon Electrical Contractors, Inc., an Alabama corporation, in the sum of One Hundred Twenty-Two Thousand Seven Hundred Forty-Nine and 95/100 Dollars (\$122,749.95), evidenced by a Promissory Note bearing even date herewith, and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due,

NOW THEREFORE, in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, Riverchase Office Partners, an Alabama general partnership, does hereby grant, bargain, sell and convey unto the said Marathon Electrical Contractors, Inc., an Alabama corporation (hereinafter called Mortgagee), the following described real property situated in Shelby County, Alabama, to-wit:

Part of the South Quarter of Section 19 Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

From the Southeast corner of said Section 19, run in a Westerly direction along the South line of said section for a distance of 3,471.23 feet; thence turn an angle to the right of 90° and run in a Northerly direction for a distance of 364.58 feet to an existing iron pin being a corner of the Baptist Medical Center Property; thence turn an angle to the right of 77°37'30" and run in an Easterly direction along the South line of said Baptist Medical Center Property for a distance of 1,092.06 feet to an existing iron pin being on the West right-of-way line of Riverchase Parkway East and being the point of beginning; thence turn an angle to the right of 180° and run in a Westerly direction for a distance of 300.18 feet to an existing iron pin; thence turn an angle to the left of 95°03'02" and run in a Southerly direction for a distance of 436.17 feet to an existing iron pin being on the Northwest right-of-way line of Parkway Lake Drive; thence turn an angle to the left of 108°58'25" to chord line) and run along the arc of the curved right-of-way line of Parkway Lake Drive (said curve being concave in a Northwesterly direction and having a central angle of 30°30' and a radius of 570.00 feet) for a distance of 303.43 feet to the end of said curved right-of-way line; thence run in a Northeasterly direction along a line tangent to the end of said curve and being the Northwest right-of-way line of Parkway Lake Drive for a distance of 133.99 feet to a point of curve; said curve being concave in a Westerly direction and having a radius of 25.00 feet and a central angle of 90°; thence turn an angle to the left and run along the arc of said curve for a distance of 39.27 feet to the end of said curve and being on the West right-of-way line of Riverchase Parkway East; thence run in a Northwesterly direction along a line tangent to the end of said curve and being the West right-of-way line of Riverchase Parkway East for a distance of 31.17 feet to another point of curve; said curve being concave in a Northeasterly direction and having a central angle of 17°23'42" and a measured radius of 646.25 feet; thence turn an angle to the right and run in a Northwesterly direction along the West right-of-way line of said Riverchase Parkway East for a distance of 196.20 feet, more or less, to the point of beginning.

Subject to prior mortgage to First Alabama Bank, and all easements, restrictions, rights-of-way and agreements of record.

Said property is warranted free from all other encumbrances and any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning, and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals of said policies to said Mortgagee; and if undersigned fails to keep said property insured as above specified, or fails to deliver said insurance policies to said Mortgagee, then said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, the policy, if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance shall become a debt to said Mortgagee, additional to the debt hereby secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments, and insurance, and the interest thereon, then this conveyance to be null and void, but should default be made in the payment of any sum expended

1996.38169

Inst # 1996-38169

Inst # 1997-05615

02/21/1997-05615  
12:30 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE

11/19/1996-38169  
02:30 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE