

**STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT
FORM UCC-1 ALA.**

Important: Read Instructions on Back Before Filling out Form.

REORDER FROM
Registré, Inc.
514 PIERCE ST.
P.O. BOX 218
ANOKA, MN. 55303
(612) 421-1713

46532

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional Sheets Presented: 5	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
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1. Return copy or recorded original acknowledgment to:

Kay K. Bains, Esq.
Walston, Wells, Anderson & Bains, LLP
P.O. Box 830642
Birmingham, AL 35283

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

Inst # 1998-33229

08/26/1998-33229

08:47 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

006 CRH 20.00

2. Name and Address of Debtor (Last Name First if a Person)

Birmingham Realty Company
2118 1st Avenue North
Birmingham, AL 35203

2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)

 Social Security/Tax ID # _____

FILED WITH:
Shelby County, Alabama

Additional debtors on attached UCC-E

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

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

4. NAME AND ADDRESS OF ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)

Additional secured parties on attached UCC-E

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

See Schedule I attached hereto and made a part hereof for a description of the property covered hereby, some of which may be or may become fixtures on the Real Estate described on Exhibit A attached hereto, of which the Debtor is the record owner.

Filed as additional security for Mortgage filed of even date.

	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 \$ N/A

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

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)

BIRMINGHAM REALTY COMPANY
 Signature(s) of Debtor(s)
 BY: *[Signature]*
 Signature(s) of Debtor(s)
 Its: **PRESIDENT**
 Type Name of Individual or Business

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

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

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

 Type Name of Individual or Business

SCHEDULE I
TO
UCC-1

[Birmingham Realty Company]

- 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 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, including but not limited to any existing leases (the "Existing Leases"), 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, including but not limited to, the Existing Leases 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"; provided, however, so long as no Event of Default has occurred, the Debtor shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof); 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. The Debtor hereby appoints the Secured Party as the Debtor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend or other payment.

- 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, stoves, refrigerators, dishwashers, hot water heaters, garbage disposers, trash compactors, 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.
- E. Any and all other real or personal property of every kind and nature 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.

EXHIBIT A
TO
UCC-1

[Birmingham Realty Company]

[Legal Description]

PARCEL I

A parcel of land situated in the East 1/2 of the SW 1/4 and the West 1/2 of the SE 1/4 of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the SW corner of the SE 1/4 of the SW 1/4 of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama and run North along the West line of said 1/4 1/4 Section a distance of 1048.33 feet to a point; thence 66 deg. 52 min. 40 sec. to the right in a Northeasterly direction a distance of 210.13 feet to a point; thence 16 deg. 06 min. 07 sec. to the right in an Northeasterly direction a distance of 109.35 feet to a point; thence 18 deg. 54 min. 05 sec. to the left in a Northeasterly direction a distance of 117.455 feet to a point; thence 67 deg. 45 min. 50 sec. to the right in a Southeasterly direction a distance of 20.00 feet to a point; thence 90 deg. 00 min. to the left in a Northeasterly direction a distance of 568.7775 feet to a point; thence 90 deg. 26 min. 05 sec. to the right in a Southeasterly direction a distance of 38.22 feet to a point; thence 90 deg. 00 min. to the left in a Northeasterly direction a distance of 104.94 feet to a point; thence 89 deg. 00 min. 15 sec. to the right in a southeasterly direction a distance of 97.095 feet to the point of beginning; thence continue along the last stated course a distance of 154.31 feet to a point; thence 89 deg. 59 min. 35 sec. to the left in a northeasterly direction a distance of 490.77 feet to a point on the Southeasterly right of way line of U.S. Highway #280; thence 39 deg. 04 min. 58 sec. to the right in a northeasterly direction along said highway right of way a distance of 59.66 feet to a point; thence 89 deg. 51 min. 10 sec. to the right in a southeasterly direction a distance of 768.13 feet to a point; thence 90 deg. 00 min. to the right in a southwesterly direction a distance of 411.32 feet to a point; thence 90 deg. 00 min. to the right in a southwesterly direction a distance of 105.00 feet to the P.C. (point of curve) of a curve to the left having a radius of 20.00 feet and a central angle of 90 deg. 00 min.; thence northwesterly, westerly and southwesterly direction along the arc of said curve a distance of 31.42 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a southwesterly direction a distance of 285.11 feet to a point; thence 98 deg. 39 min. 02 sec. to the right in a northerly direction a distance of 31.79 feet to the P.C. (point of curve) of a curve to the right having a radius of 960.00 feet and a central angle of 24 deg. 24 min. 46 sec.; thence northerly and northeasterly along the arc of said curve a distance of 409.04 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve a distance of 52.62 feet to the point of beginning; being situated in Shelby County, Alabama.

PARCEL II

A parcel of land situated in the East 1/2 of the SW 1/4 and the West 1/2 of the SE 1/4 of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama; being more particularly described as follows:

Begin at the SW corner of the SE 1/4 of the SW 1/4 of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama and run North along the West line of said 1/4-1/4 Section a distance of 516.3176 feet to a point of beginning; thence continue on the last described course a distance of 531.5619 feet to a point; thence 66 deg. 52 min. 40 sec. to the right in a Northeasterly direction a distance of 210.13 feet to a point; thence 16 deg. 06 min. 07 sec. to the right in a Northeasterly direction a distance of 109.35 feet to a point; thence 18 deg. 54 min. 05 sec. to the left in a Northeasterly direction a distance of 117.455 feet to a point; thence 67 deg. 45 min. 50 sec. to the right in a Southeasterly direction a distance of 20.00 feet to a point; thence 90 deg. 00 min. to the left in a Northeasterly direction a distance of 568.7775 feet to a point; thence 90 deg. 26 min. 05 sec. to the right in a Southeasterly direction a distance of 38.22 feet to a point; thence 90 deg. 00 min. to the left in a Northeasterly direction a distance of 104.94 feet to a point; thence 89 deg. 00 min. 15 sec. to the right in a Southeasterly direction a distance of 97.095 feet to a point; thence 72 deg. 00 min. 20 sec. to the right in a Southwesterly direction a distance of 52.62 feet to the P. C. (point of curve) of a curve to the left having a radius of 960.00 feet and a central angle of 24 deg. 24 min. 46 sec.; thence Southwesterly and Southerly along the arc of said curve a distance of 409.04 feet to the P. T. (point of tangent) of said curve; thence in the tangent to said curve a distance of 31.79 feet to a point; thence 98 deg. 39 min. 02 sec. to the left in a Northeasterly direction a distance of 285.11 feet to the P. C. (point of curve) of a curve to the right having a radius of 20.00 feet and a central angle of 90 deg. 00 min.; thence in a Northeasterly, Easterly and Southeasterly direction along the arc of said curve a distance of 31.42 feet to the P. T. (point of tangent) of said curve; thence in the tangent to said curve a distance of 105.00 feet to a point; thence 90 deg. 00 min. to the left in a Northeasterly direction a distance of 411.32 feet to a point; thence 90 deg. 00 min. to the right in a Southeasterly direction a distance of 236.13 feet to a point on the Northwesterly right of way line of Shelby County Road No. 47; thence 60 deg. 59 min. 27 sec. to the right in a Southwesterly direction along the said right of way line a distance of 721.50 feet to a point; thence 2 deg. 38 min. 35 sec. to the left in a Southwesterly direction along said right of way line a distance of 54.45 feet to a point; thence 6 deg. 41 min. 09 sec. to the left in a Southwesterly direction along said right of way line a distance of 57.51 feet to a point; thence 8 deg. 00 min. 57 sec. to the left in a Southwesterly direction along said right of way line a distance of 57.21 feet to a point; thence 9 deg. 18 min. 56 sec. to the left in a Southwesterly direction along said right of way line a distance of 59.94 feet to a point; thence 8 deg. 26 min. 08 sec. to the left in a Southwesterly direction along said right of way line a distance of 57.34 feet to a point; thence 8 deg. 36 min. 58 sec. to the left in a Southerly direction along said right of way line a distance of 57.285 feet to a point; thence 9 deg. 17 min. to the left in a Southerly direction along said right of way line a distance of 56.14 feet to a point; thence 7 deg. 55 min. 39 sec. to the left in a Southwesterly direction along said right of way line a distance of 61.38 feet to a point on the South line of Section 27, Township 19 South, Range 1 West; thence 98 deg. 35 min. to the right in a Westerly direction a distance of 340.5889 feet to a point on the Easterly right of way line of the Seaboard Coastline Railroad; thence 41 deg. 30 min. to the right in a Northwesterly direction along said railroad right of way line a distance of 778.9436 feet to the point of beginning; being situated in Shelby County, Alabama.

PARCEL III

A part of the NE 1/4 of SW 1/4 and a part of the SE 1/4 of the SW 1/4 of Section 27, Township 19 South, Range 1 West, more particularly described as follows:

Begin at the intersection of the South right of way line of the new 4 lane Florida Short Route Highway and the West line of the Old Harpersville dirt road in the NE 1/4 of SW 1/4 of Section 27, Township 19 South, Range 1 West and run in a Westerly direction along the South right of way line of the new 4 lane Florida Short Route Highway to its intersection with the West line of the NE 1/4 of SW 1/4 of Section 27, which is known as East line of Nivens Property; thence run in a Southerly direction along the West line of the E 1/2 of SW 1/4 of said Section 27, to its intersection with the Westerly line of said Old Harpersville dirt road; thence in a Northeasterly direction along the Westerly line of said Old Harpersville dirt road to the point of beginning; being situated in Shelby County, Alabama.

A portion of the above described property is also known as Lot 2, according to the plat of Chesser Survey, a commercial subdivision, as recorded in Map Book 10 page 1 in the Probate Office of Shelby County, Alabama.

LESS AND EXCEPT: Lot 1, according to plat of Chesser Survey, a commercial subdivision, as recorded in Map Book 10 page 1 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

PARCEL IV

A parcel of land situated in the NE 1/4 of the SW 1/4 of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the SW corner of the SE 1/4 of the SW 1/4 of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama and run in a Northerly direction along the West line of said 1/4-1/4 Section a distance of 1048.33 feet to a point; thence 66 deg. 52 min. 40 sec. to the right in a Northeasterly direction a distance of 210.13 feet to a point; thence 16 deg. 06 min. 07 sec. to the right in a Northeasterly direction a distance of 109.35 feet to a point; thence 18 deg. 54 min. 05 sec. to the left in a Northeasterly direction a distance of 117.46 feet to a point; thence 67 deg. 45 min. 50 sec. to the right in a Southeasterly direction a distance of 20.00 feet to a point; thence 90 deg. 00 min. to the left in a Northeasterly direction a distance of 568.78 feet to a point on the Southerly right of way line of U.S. Highway #280; thence 90 deg. 26 min. 05 sec. to the right in a Southeasterly direction a distance of 38.32 feet along said right of way line to a point; thence 90 deg. 00 min. to the left in a Northeasterly direction a distance of 104.94 feet along said right of way line to the point of beginning; thence continue along the last described course a distance of 105.06 feet to a point; thence 24 deg. 53 min. to the right in a Northeasterly direction a distance of 151.47 feet along said right of way line to a point; thence 103 deg. 34 min. 46 sec. to the right in a Southeasterly direction a distance of 153.75 feet to a point; thence 90 deg. 00 min. to the left in a Northeasterly direction a distance of 108.85 feet to a point; thence 141 deg. 18 min. 02 sec. to the right in a Southwesterly direction a distance of 231.03 feet to a point; thence 90 deg. 00 min. 04 sec. to the right in a Northwesterly direction a distance of 252.79 feet to the point of beginning; being situated in Shelby County, Alabama.

Inst. # 1998-33229

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