

THIS FINANCING STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE

021868

1. Debtor(s) (Last Name First) and address(es)
 Stone Brook Development Company
 c/o Gibson-Anderson-Evins, Inc.
 1037 22nd Street South
 Birmingham, AL 35205

2. Secured Party (ies) and address(es)
 First Commercial Bank
 P. O. Box 11746
 Birmingham, AL 35202-1746

3. Filing Officer (Date, Time, No., and Filing Office)
 89 JAN -3 PM 3:49
 JUDGE OF PROBATE
 I CERTIFY THIS INSTRUMENT WAS FILED

4. Debtor is a utility.

5. This financing statement covers the following types (or items) of property:
 All types (or items) of property described on Schedule I attached hereto and made a part hereof.

6. Complete only when filing with the Judge of Probate:
 The initial indebtedness secured by this financing statement is \$ _____
 Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ _____

7. 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 _____

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. $1100 + 800 = 1900$
 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
 STONE BROOK DEVELOPMENT COMPANY
 By: Gibson-Anderson-Evins, Inc.
 Signature(s) of Debtor(s)

FIRST COMMERCIAL BANK
 By: Nelson S. Bean, VICE PRES.
 Signature(s) of Secured Party (ies)
 (Required only if filed without debtor's Signature—see Box 9)

(1) Filing Officer Copy — Alphabetical

SCHEDULE I
TO
FINANCING STATEMENT

This financing statement shall cover the following described types (or items) of property:

1. (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"), which Real Estate is located in Jefferson County, Alabama.

(b) All minerals, oil, gas and other hydrocarbon substances, development rights, air rights, water, water rights, water stock, permits, licenses, rights-of-way, contracts, privileges, immunities, estates, tenements, hereditaments and appurtenances now or hereafter belonging or pertaining to, or affecting, the Real Estate or the Improvements, including without limitation all rights of the Debtor in and to any streets, roads and public places, easements and rights of way.

(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 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; 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, tools, apparatus, fittings and other personal property and fixtures, both tangible and intangible (including replacements, substitutions and after-acquired property), 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, or for which the proceeds of the loan described in the Development Loan Agreement dated as of December 30, 1988 between the Debtor and the Secured Party have been or are to be advanced, 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, window coverings, carpets, 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, facilities used to provide utility services (including sewer or septic facilities), refrigeration,

ventilation, laundry, drying, dishwashing, garbage disposal, recreation or other services to the Real Estate or the Improvements, stoves, refrigerators, dishwashers, hot water heaters, garbage disposers, trash compactors, laundry equipment and appliances, other appliances, carpets, rugs, floor coverings, window treatments, lighting, fixtures, pipes, piping, decorative fixtures, recreation facilities (such as tennis courts, golf courses and swimming pools) and all other building materials, equipment, fixtures and amenities of every kind and character used or useful in connection with the Real Estate or any of the Improvements.

(e) All proceeds and claims arising on account of any damage to or taking of the Real Estate or any of the Improvements or any part thereof, and all causes of action and recoveries for any loss or diminution in the value of the Real Estate or any of the Improvements.

(f) All general intangibles relating to the development or use of the Real Estate or any of the Improvements, or the management and operation of any business thereon, including but not limited to all governmental permits relating to construction, renovation or operation of the Real Estate or any of the Improvements, all names under or by which the Real Estate or any of the Improvements may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all trademarks and goodwill in any way relating to the Real Estate and any of the Improvements.

(g) All leasing, management and other contracts and agreements related to the use and operation of the Real Estate or any of the Improvements, or any part thereof.

(h) All proceeds (including insurance proceeds) of the foregoing, or of any part thereof, and 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 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.

(All of the property and interests in property described in the foregoing subparagraphs (a) through (h), both

inclusive, are herein sometimes collectively called the "Mortgaged Property". The personal property described in subparagraph (d) and all other personal property covered by this paragraph 1 is herein sometimes collectively called the "Mortgaged Personal Property".)

2. Each and every policy of hazard insurance now or hereafter in effect which insures the Mortgaged Property, or any part thereof (including without limitation the Mortgaged Personal Property and Improvements, or any part thereof), together with all right, title and interest of the Debtor in and to each and every such policy, including, but not limited to, all the Debtor's right, title and interest in and to any premiums paid on each such policy, including all rights to return premiums and all proceeds of the foregoing.

3. Any and all awards or payments, including all interest thereon, together with the right to receive the same, that may be made to the Debtor with respect to the Mortgaged Property as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade or of any street or (c) any other injury to or decrease in value of the Mortgaged Property.

4. All the Debtor's right, title and interest in, to and under the following:

- (a) the Construction Contract;
- (b) any contract with the Architect and/or Engineer;
- (c) the Plans;
- (d) all other contracts, agreements and other documents now or hereafter related to the Project heretofore or hereafter entered into by Debtor;
- (e) any changes, additions or extensions to, and any revisions or modifications of and any guarantees of performance of obligations to the Debtor under any of the foregoing; and
- (f) any proceeds of any of the foregoing.

5. All the Debtor's right, title and interest in, to and under the following:

- (a) all sale contracts (the "Contracts") heretofore or hereafter entered into with respect to

the lots in the residential subdivision to be developed on the Real Estate;

(b) all changes, additions or extensions to, and any revisions or modifications of and any guarantees of obligations to the Debtor under any of the Contracts;

(c) all sales proceeds and other sums payable under the Contracts, including without limitation all earnest money and other deposits paid or to be paid thereunder; and

(d) all proceeds of any of the foregoing.

As used in this Schedule I, the following terms shall have the following meanings:

Architect shall mean the architects (if any) for the Project, which shall be a firm of architects satisfactory to the the Secured Party.

Construction Contract shall mean the contract between the general contractor for the Project and the Debtor providing for the development of the Project.

Engineer shall mean the engineer for the Project, which shall be a firm of engineers satisfactory to the Secured Party.

Plans shall mean the final development plans and specifications prepared by the Architect or Engineer for the Project and approved by the Secured Party, and all amendments and modifications thereto made with the Secured Party's prior written consent.

Project shall mean a proposed single-family, residential subdivision consisting of one hundred forty-four (144) lots, to be located on the Real Estate and to include the Improvements to be constructed thereon in accordance with the Plans.

Some or all of the property covered by this financing statement is now or may become in the future affixed to the Real Estate described in Exhibit A attached hereto, of which Real Estate the Debtor is a record owner.

EXHIBIT A

A parcel of land situated in the North half of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, said parcel being part of Lots 18, 20 and 22, Jessica Ingram Property as recorded in Map Book 3, page 54 in the Office of the Judge of Probate, Shelby County, Alabama, and also part of Lot 16B of a Resurvey of Lots 14 and 16, Jessica Ingram Property as recorded in Map Book 6, page 71, in the Office of the Judge of Probate, Shelby County, Alabama, and also adjoining property being more particularly described as follows:

Commence at the Northeast corner of said Section 31 and run thence West along the North line of said Section 31 for a distance of 1370.00 feet to the Northeast corner of Lot 32, Jessica Ingram Property as recorded in Map Book 3, page 54, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the left of $91^{\circ}-01'-40''$ and run in a Southeasterly direction for a distance of 495.69 feet to a point; thence turn an angle to the right of $5^{\circ}-17'-40''$ and run in a Southwesterly direction for a distance of 329.48 feet to the point of beginning; thence continue along last stated course for a distance of 332.60 feet to a point; thence turn an angle to the left of $2^{\circ}-36'-30''$ and run in a Southeasterly direction for a distance of 154.59 feet to an iron pin found at the Northeast corner of Lot 16A of a Resurvey of Lots 14 and 16, Jessica Ingram Property as recorded in Map Book 6, page 71, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of $87^{\circ}-48'-58''$ and run in a Westerly direction along the North line of said Lot 16A for a distance of 671.63 feet to an iron pin; thence turn an angle to the left of $90^{\circ} 41' 22''$ and run in a Southerly direction along the West line of said Lot 16A for a distance of 329.92 feet to a point on the North line of a power line easement; thence turn an angle to the right of $90^{\circ}-41'-40''$ and run in a Westerly direction along the South line of Lot 16B of said Resurvey and also along said easement for a distance of 613.77 feet to a point on the Easterly right-of-way of Brook Highland Parkway; thence turn an angle to the right of $91^{\circ}-11'-44''$ and run in a Northwesterly direction along the East line of said Brook Highland Parkway for a distance of 284.31 feet to a point; thence turn an angle to the right of $90^{\circ}-00'-00''$ and run in an Easterly direction along said Brook Highland Parkway for a distance of 4.00 feet to a point on a curve to the right which is concave to the Southeast having a central angle of $51^{\circ}-05'-57''$ and a radius of 701.94 feet; thence turn an angle to the left of $90^{\circ}-00'-00''$ to the tangent of said curve and run in a Northeasterly direction along the arc of said curve for a distance of 626.03 feet to a point; thence turn an interior counterclockwise angle from the chord of said curve of $116^{\circ}-14'-47''$ and run in an Easterly direction for a distance of 1032.66 feet to the point of beginning. Said parcel containing 18.06 acres, more or less.

EXHIBIT B

All contracts, agreements, plans, drawings, specifications, surveys, permits, approvals and other documents arising out of or connected with the design, construction, development or financing of the land described in Exhibit A hereto (the "Land") and all improvements to be constructed thereon, including, without limitation:

1. Plans and specifications (the "Plans and Specifications") for a residential subdivision to be constructed on the Land (the "Project"), together with any change orders or modifications or supplements thereto;

2. All rights of the Borrower to any agreements with architects or engineers relating to the design and inspection of the Project;

3. All rights of the Borrower to the Construction Contract dated December 30, 1988 with Gibson-Anderson-Evins, Inc. ("GAE") and Pine Brook Lakes, Inc. ("Pine Brook")

4. All rights of the Borrower under the Sewer Service Agreement between The Water Works and Sewer Board of the City of Birmingham ("Water Works") and AmSouth Bank N.A., as Ancillary Trustee, etc. (the "Developer"), dated October 18, 1988 and the Assignment of Sewer Rights, Obligations and Capacity dated December 13, 1988 from the Developer to the Borrower.

5. All rights of the Borrower in the Certificate of Approval of the Architectural Review Committee for StoneBrook, which Certificate of Approval is dated the 18th day of November, 1988.

6. All rights of the Borrower under the Construction Contract for construction of the sewer line extension, all performance bonds and other security relating thereto and the approval letter dated December 13, 1988 from The Water Works Board of the City of Birmingham.

7. All rights of the Borrower under the Agreement dated December _____, 1988 among the Developer, Billy N. Eddleman and Eddleman Properties, Inc.

8. All rights of the Borrower to the entry wall preliminary plan dated November 3, 1988 and prepared by Nimrod Long & Associates and the Development Plan for the Project prepared by K. B. Weygand & Associates, P.C., dated October 7, 1988.

9. All rights of the Borrower in the legal documentation for the Project, including the Articles of Incorporation of Stonebrook Residential Association, Inc., the Bylaws of Stonebrook Residential Association, Inc. and the Covenants for Stonebrook Subdivision; all rights of the Borrower in the preliminary environmental site study prepared by Ground Engineering & Testing Service, dated August 25, 1988; all rights of the Borrower created by or through the Declaration of

Protective Covenants dated July 11, 1988 and recorded in Book 194, page 54 in the Office of the Judge of Probate of Jefferson County, Alabama ("Watershed Covenants"); all rights of the Borrower under the Restrictive Agreement attached as Exhibit C to the Deed from the Developer to the Borrower.

10. All rights of Borrower in the survey of the Land described in Exhibit B prepared by K. B. Weygand & Associates, P.C. and dated October 4, 1988.

11. All building, zoning, utility, sewer and other permits issued by any governmental body or agency with respect to construction of the Project or any other improvements to the Land;

12. All other construction contracts and sub-contracts, contracts and agreements with architects and engineers and architectural and engineering plans, drawings, specifications and surveys.

13. All rights of the Borrower under the Closing Agreement dated December 30, 1988 between the Developer and the Borrower.