

1. Debtor(s) (Last Name First) and address(es)

Cahaba Valley Partnership
P. O. Box 8927
Birmingham, AL 35213

2. Secured Party (ies) and address(es)

SouthTrust Bank of Alabama, N.A.
P. O. Box 2554
Birmingham, AL 35290

3. Filing Officer (Date, Time, No., and Filing Office)

024080

4. ☐ Debtor is a utility.

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

SEE SCHEDULE I ATTACHED.

TAX P on Mtg 262 Page 518

Complete only when filing with the Judge of Probate:

6. The initial indebtedness secured by this financing statement is \$350,000.00

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$525.00

15.00

☐ 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 2

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.

☐ 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, Shelby County, Alabama

CAHABA VALLEY PARTNERSHIP

By: GIBSON-ANDERSON-EVINS, INC.

By

Signature(s) of Debtor L.S. Evins, III, President

Signature(s) of Secured Party (ies)

(Required only if filed without debtor's Signature—see Box 9)

(1) Filing Officer Copy — Alphabetical

SCHEDULE I

PERSONAL PROPERTY

All rights, hereditaments and appurtenances in anywise appertaining or belonging to the real property described on Exhibit "A" attached hereto and incorporated herein for all purposes by reference; and together with all buildings and improvements now or hereafter located or developed on said real property and all equipment, fixtures and articles of personal property owned by Debtor now or hereafter attached to or used in and about the building or buildings, including, but not limited to, all screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, furniture and furnishings, heating, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerating and elevator equipment, switchboards, stoves, ranges, vacuum cleaning systems, garbage disposers, refrigerators, dishwashers, hot water heaters, trash compactors, other appliances, paging systems, alarm systems, generators, sprinkler systems and other fire prevention and extinguishing apparatus and all other goods, materials, motors, machinery, pipes, equipment, inventory, fittings and fixtures now or hereafter affixed to or located on the Real Estate, and other improvements, and other improvements (such building or buildings and other improvements being hereinafter called the "Project") now or hereafter erected, constructed or developed on the above described real property which are necessary or useful for complete and comfortable use and occupancy of the Project for the purposes for which they were or are to be erected, constructed or developed, or which are or may be used in or related to the planning, development, financing or the operation thereof; all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Project in any manner; all building materials and equipment now or hereafter delivered to the Project and intended to be installed therein including but not limited to all lumber and lumber products, bricks, building stones and building blocks, sand and cement, roofing material, paint, doors, windows, hardware, nails, wires and wiring, plumbing and plumbing fixtures, air-conditioning and heating equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, and in general, all building material and equipment of every kind and character used or useful in connection with said improvements; all plans and specifications for the Project; all contracts and subcontracts relating to the Project; all deposits (including tenant's security deposits), funds, accounts, contract rights, instruments, documents, general intangibles (including trademarks, trade names and symbols used in connection therewith) and notes or chattel paper arising from or by virtue of any transactions related to the Project; all permits, licenses, franchises, certificates and other rights and privileges obtained in connection with the Project; all proceeds arising from or by virtue of the sale, lease or other disposition of any of the real or personal property or interest therein described herein; all proceeds (including premium refunds) payable or to be payable under each policy of insurance relative to the Project; (Debtor's interest) in all proceeds arising from the taking of all or a part of the real property or any rights appurtenant thereto, including change of grade of streets, curb cuts or other rights of access, for any public or quasi-public use under any law, or by right of eminent domain, or by private or other purchase in lieu thereof; all good will and books and records relating to the business or businesses operated on the Real Estate; and all other interest of every kind and character which Debtor now has or at any time hereafter acquires in and to the above described real and personal property and all property which is used or useful in connection therewith, including rights of ingress and egress, easements, licenses and all reversionary rights or interests of Debtor with respect to such property.

EXHIBIT A

Lots 3, 4, 5, 5-A, 9, 11, 12, 13, and 14, according to the Survey of Cahaba Valley Office Park, as recorded in Map Book 10, page 80, in the Probate Office of Shelby County, Alabama.