

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

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

Colonial Properties, Inc.  
P.O. Box 11687  
Birmingham, AL  
35202-1687

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

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

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

JUDGE OF PROBATE  
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4. ☐ Debtor is a utility.

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

The personal property described on Schedule I attached hereto, some of which may be or become fixtures on the real estate described on Exhibit A of which the Debtor is the record owner.

Filed as additional security for mortgage recorded of even date herewith.

Complete only when filing with the Judge of Probate:

6. The initial indebtedness secured by this financing statement is \$ 10.00 + 3.00 = 13.00  
Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ 1.95

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 17.00

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 of Shelby County

Colonial Properties, Inc.

*[Signature]*  
Signature(s) of Debtor(s)

(1) Filing Officer Copy — Alphabetical

Panel Title

Signature(s) of Secured Party (ies)  
(Required only if filed without debtor's Signature—see Box 9)

EXHIBIT A  
TO  
MORTGAGE, SECURITY AGREEMENT AND  
ASSIGNMENT OF RENTS AND LEASES

A part of land situated in the Southwest 1/4 of the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northeast corner of the Southwest 1/4 of the Northeast 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, and from the East line of said 1/4 - 1/4 section, turn an angle of 50 degrees, 21' 41" to the right and run in a Southwesterly direction a distance of 447.65 feet to a point; thence turn an interior angle of 107 degrees, 32' 48" and run to the right in a Northwesterly direction a distance of 581.40 feet to a point; thence turn an interior angle of 30 degrees, 08' 54" and run to the right in an Easterly direction to a distance of 64.47 feet to a point; thence turn an interior angle of 271 degrees, 22' 10" and run to the left in a Northerly direction a distance of 60.02 feet to a point; thence turn an interior angle of 88 degrees, 50' 58" and run to the right in an Easterly direction a distance of 270.67 feet to a point; thence turn an interior angle of 271 degrees, 07' 03" and run to the left in a Northerly direction a distance of 190.00 feet to a point; thence turn an interior angle of 76 degrees, 29' 45" and run to the right in a Southeasterly direction a distance of 327.05 feet to a point; thence turn an interior angle of 106 degrees, 22' 30" and run to the right in a Southerly direction a distance of 12.70 feet to a point; thence turn an interior angle of 270 degrees, 00' 00" and run to the left in an Easterly direction a distance of 10.00 feet to a point; thence turn an interior angle of 90 degrees, 00' 00" and run to the right in a Southerly direction a distance of 56.00 feet to a point thence turn an interior angle of 90 degrees, 00' 00" and run to the right in a Westerly direction a distance of 7.50 feet to a point; thence turn an interior angle of 270 degrees, 00' 00" and run to the left in a Southerly direction a distance of 6.0 feet to a point; thence turn an interior angle of 270 degrees, 00' 00" and run to the left in an Easterly direction a distance of 7.50 feet to a point; thence turn an interior angle of 90 degrees, 00' 00" and run to the right in a Southerly direction a distance of 70.00 feet to a point; thence turn an interior angle of 270 degrees, 00' 00" and run to the left in an Easterly direction a distance of 66.00 feet to a point; thence turn an interior angle of

hand title

156 degrees, 43' 56" and run to the right in a Southeasterly direction a distance of 104.15 feet to the point of beginning.

Together with the following easements and rights for the use and benefit of the above-described real estate:

1. Sanitary Sewer agreements recorded in Real 164, page 450; Real 164, page 382; Real 164, page 398; and Real 172, page 807.
2. Ingress and egress easements as recorded in Real 140, page 367; Real 164, page 433; Real 164, page 465 and Real 172, page 794.
3. General utilities easement as recorded in Real 164, page 408 and Real 172, page 812 in said Probate Office.
4. Grant of easements as recorded in Real 172, page 821 in said Probate Office.

## SCHEDULE I

- 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, 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 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"; 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, 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, hot water heaters, 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.

STATE OF ALA. SHELBY CO.  
CLERK OF COURT  
1990 MAY -4 PM 3:52  
*Thomas A. Shandley*  
JUDGE OF PROBATE