

027062

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

Birmingham I Associates, Ltd., a
Georgia Limited Partnership
900 Ashwood Parkway, Suite 440
Atlanta, Georgia 30338

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

The Prudential Insurance
Company of America
One Ravinia Drive, Suite 1400
Atlanta, Georgia 30346
Prudential Loan No. 7-503-650

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

90 DEC 13 PM 4:06

4. ☐ Debtor is a utility.

5. This financing statement covers the following types (or items) of property: All right, title and interest of Debtor, whether now owned or hereafter acquired, in and to the property described on Exhibit A attached hereto, together with all additions, accessions, replacements, and substitutions thereto and therefor and proceeds and produces thereof which property is now or hereafter may be located in, upon or under, or used in connection with, the real property described on Exhibit B attached hereto, the record owner of which is Debtor, or the improvements located or to be located thereon.

TAX Pd on Mtg Book 322-53

Complete only when filing with the Judge of Probate:

6. The initial indebtedness secured by this financing statement is \$ 9,000,000.00
(Given as additional security)
Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ 17.00

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 3

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

Signature on Next Page

Signature(s) of Debtor(s)

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

(1) Filing Officer Copy — Alphabetical

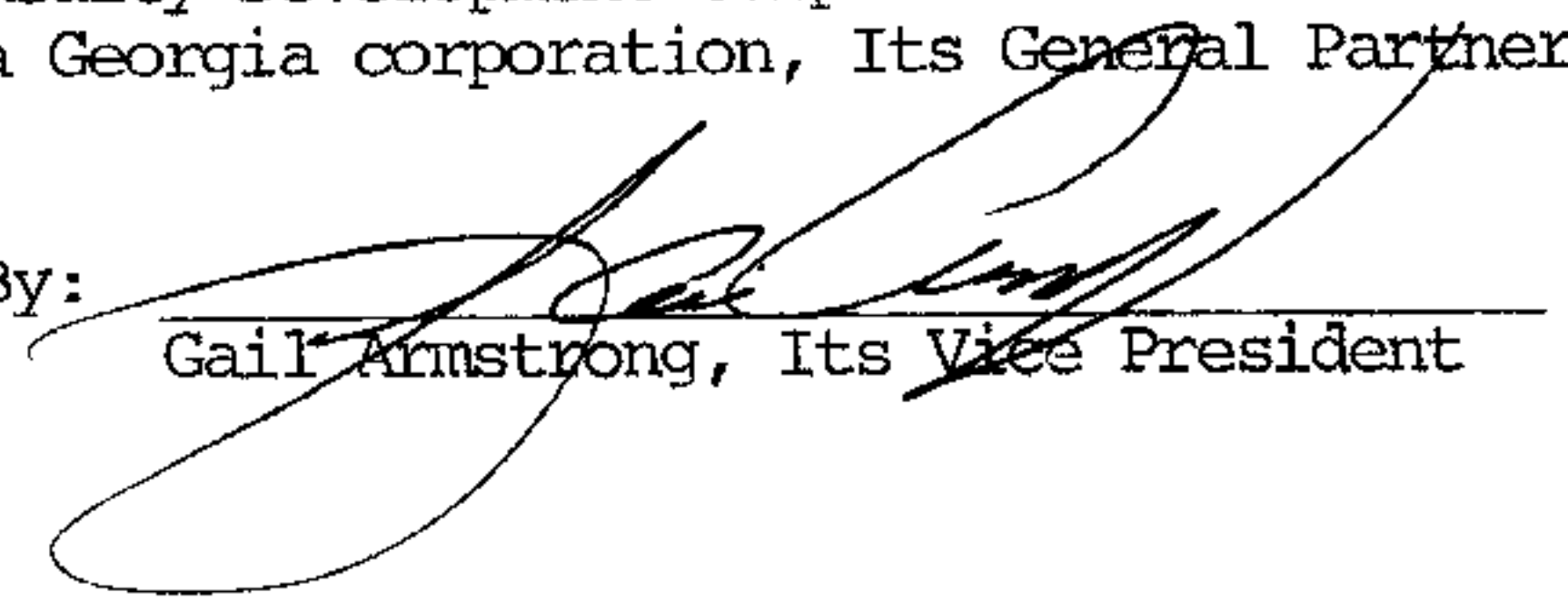
EXTENSION SHEET FOR UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

STATE OF Alabama

TOTAL NUMBER OF SHEETS 4

Birmingham I Associates, Ltd.,
a Georgia Limited Partnership

By: Realty Development Corporation
a Georgia corporation, Its General Partner

By: 
Gail Armstrong, Its Vice President

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
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DEBTOR

SECURED PARTY

SHEET No.

STANDARD FORM—UNIFORM COMMERCIAL CODE—FORM UCC-E
Approved by The Secretary of State of Alabama

(1) Filing Officer Copy — Alphabetical

EXHIBIT A

All machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to said property and including all trade, domestic and ornamental fixtures, and articles of personal property of every kind and nature whatsoever, now or hereafter located in, upon or under the real property described in Exhibit B annexed hereto or any part thereof and used or useable in connection with any present or future operation of the Premises, including but not limiting the generality of the foregoing, all heating, air conditioning, sprinklers, freezing, lighting, laundry, incinerating and dynamo and generating equipment; engines, pipes, pumps, tanks, motors, conduits; switchboards, plumbing and plumbing fixtures; lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus; boilers, ranges, furnaces, oil burners or units thereof; appliances, air-cooling and air-conditioning apparatus; vacuum cleaning systems; elevators, escalators; shades, awnings, screens; storm doors and windows; refrigerators; cooking apparatus and mechanical equipment, gas and electric fixtures; partitions, mantels, built-in mirrors, window shades, blinds, screens, awnings, furniture in public spaces, halls and lobbies; attached cabinets; partitions; ducts and compressors; rugs and carpets; draperies, furniture and furnishings used in the operation of the Premises; together with all additions thereto and replacements thereof except that said personal property shall not include the property of any tenant of Debtor. All of the estate, right, title, interest, claim and demand of the Debtor named in the Financing Statement to which this Exhibit A and Exhibit B are annexed as lessor under any and all leases or tenancies now existing or hereafter created of the Premises or any part thereof, including all extensions of the terms thereof, as well as any renewals, replacements of and amendments to said leases, together with all rents, issues and profits and other amounts of every kind generated by the real property (including the purchase price for the real property covered by the leases) payable by the lessees under the provisions of the leases, also all other property (tangible and intangible), including without limitation, contract rights, accounts (including, without limitation, all accounts receivable, book debts and other forms of obligations belonging or owing to the Debtor, whether arising from goods sold or services rendered by such Debtor or from any other transaction) and all claims, choses in action, proceeds, improvements, betterments, renewals, substitutes, replacements, additions, and insurance proceeds specifically pertaining and applicable to said real property described in said Exhibit B which is the same real property described in that certain Mortgage and Security Agreement dated December 13, 1990, made, executed and delivered by Debtor and which, by the provisions of said Mortgage and Security Agreement, is required to be subjected to the lien hereof and any additional property, used in connection with said property described in said Exhibit B and in said Mortgage and Security Agreement, that may from time to time hereafter by delivery or by writing of any kind be subjected to the lien thereof by the Debtor aforesaid or anyone in its behalf. All judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Premises or any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Premises or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims.

Exhibit "B"

Commence at the Southeast corner of the Northwest One Quarter of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama; run thence in a Westerly direction along the South line of said Quarter Section for a distance of 2,300.55 feet; thence turn an angle to the right of 86 degrees and run in a Northwesterly direction along the Northeasterly right of way of U.S. Highway No. 31 South for a distance of 1,096.84 feet; thence turn an angle to the right of 101 degrees, 03 minutes, 10 seconds and run in an Easterly direction for a distance of 346.16 feet to the point of beginning; from the point of beginning thus obtained thence turn an angle to the left of 71 degrees, 19 minutes, 50 seconds and run in a Northeasterly direction for a distance of 580 feet; thence turn an angle to the right of 18 degrees, 59 minutes, 22 seconds and run in a Northeasterly direction for a distance of 525.54 feet; thence turn an angle to the right of 101 degrees, 40 minutes, 03 seconds and run in a Southeasterly direction for a distance of 526.96 feet; thence turn an angle to the right of 31 degrees, 30 minutes and run in a Southeasterly direction for a distance of 176.65 feet; thence turn an angle to the right of 00 degrees, 14 minutes, 53 seconds and run in a Southeasterly direction for a distance of 60 feet; thence turn an angle to the left of 90 degrees to the tangent of the following described course; said course being situated on a curve to the left having a central angle of 15 degrees, 10 minutes, 25 seconds and a radius of 438.82 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 116.21 feet to the end of said curve and the point of beginning of a curve to the right, said curve having a central angle of 87 degrees, 12 minutes, 41 seconds and a radius of 25 feet; thence run along the arc of said curve to the right in a Northeasterly, Easterly and Southeasterly direction for a distance of 38.05 feet to the end of said curve; thence run along the tangent if extended to last described course in a Southeasterly direction for a distance of 424.16 feet to the point of beginning of a curve to the right, said curve having a central angle of 19 degrees, 26 minutes, 05 seconds and a radius of 349.57 feet; thence run along the arc of said curve in a Southeasterly direction for a distance of 118.57 feet to the end of said curve; thence run along the tangent extended to said curve in a Southeasterly direction for a distance of 20.40 feet to the point of beginning of a curve to the left, said curve having a central angle of 12 degrees, 15 minutes, 04 seconds and a radius of 889.71 feet; thence run along the arc of said curve in a Southeasterly direction for a distance of 190.24 feet to the end of said curve and the point of beginning of a curve to the right, said curve having a central angle of 93 degrees, 01 minutes, 06 seconds and a radius of 25 feet; thence run along the arc of said curve to the right in a Southeasterly and Southwesterly direction for a distance of 40.59 feet to the end of said curve and the point of beginning of a curve to the right, said curve having a central angle of 25 degrees, 18 minutes and a radius of 483.33 feet; thence run along arc of said curve in a Northwesterly direction for a distance of 213.43 feet to the end of said curve; thence run along the tangent extended to said curve in a Northwesterly direction for a distance of 35.74 feet to the point of beginning of a curve to the left, said curve having a central angle of 25 degrees, 39 minutes, 10 seconds and a radius of 271.57 feet; thence run along the arc of said curve in a Northwesterly and Southwesterly direction for a distance of 121.59 feet to the end of said curve and the point of beginning of a curve to the right, said curve having a central angle of 20 degrees, 18 minutes, 07 seconds and a radius of 591.13 feet; thence run along the arc of said curve in a Southwesterly, Westerly and Northwesterly direction for a distance of 209.46 feet to the end of said curve; thence turn an angle to the right from tangent of last described course of 34 degrees, 45 minutes, 04 seconds and run in a Northwesterly direction for a distance of 307.91 feet; thence turn an angle to the right of 44 degrees, 55 minutes, 56 seconds and run in a Northerly direction for a distance of 142.00 feet; thence turn an angle to the left of 84 degrees, 31 minutes, 38 seconds and run in a Northwesterly direction for a distance of 335.53 feet; thence turn an angle to the right of 40 degrees, 30 minutes, and run in a Northwesterly direction for a distance of 153.91 feet to the point of beginning.

Together with a perpetual easement for sanitary sewer pipeline over, along and through the following described real estate for the benefit of the real property described hereinabove:

Description of a 20 foot wide sanitary sewer easement situated in the SE 1/4 of the NW 1/4 of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama, the centerline of which is more particularly described as follows: From the Southeast corner of the SE 1/4 of the NW 1/4 of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama, run West along the South line of said SE 1/4 of the NW 1/4 for a distance of 1170.59 feet; thence turn an angle to the right of 110 degrees, 52 minutes, 50 seconds and run in a Northeasterly direction for a distance of 32.41 feet to the center of an existing sanitary sewer manhole and the point of beginning of the centerline of the 20 foot wide sanitary sewer easement herein described, from the point of beginning, thus obtained, continue along the last described course for a distance of 175.15 feet; thence turn an angle to the left of 15 degrees, 58 minutes, 58 seconds and run in a Northeasterly direction for a distance of 178.66 feet; thence turn an angle to the right of 8 degrees, 19 minutes, 00 seconds and run in a Northeasterly direction for a distance of 160.00 feet, more or less, to a point on the Southern boundary line of the above described property, and the end of said sanitary sewer easement.

ALSO, rights to the use of an easement 15 feet in width for sanitary sewer easement over, along and through that certain property described in the easement recorded in Real Record 97, page 535 in the Probate Office of Shelby County, Alabama.

ALSO, rights to the use of an easement for enjoyment in and to all Community Facilities as set out in Section 6.2 of the Amendment No. 2 to the Declaration of protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business) recorded in Real 19, Page 633 et seq.

ALSO, rights to the use of a 20 foot sanitary sewer easement as shown on the survey of Laurence Weygand, dated November 27, 1990, and as shown on the recorded plat of Riverchase Properties Second Additon to Riverchase, as recorded in Map Book 9, Page 40, in the Probate Office of Shelby County, Alabama.

JUDGE OF PROBATE

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STATE OF ALA. SHELBY CO.
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