

<p>1. Debtor(s) (Last Name First) and address(es) Daniel Properties XV A Virginia Limited Partnership 10 Inverness Center Parkway P. O. Box 43250, Birmingham, Alabama 35243</p>	<p>2. Secured Party(ies) and address(es) Aetna Life Insurance Company City Place Hartford, Connecticut 06156</p>	<p>3. For Filing Officer (Date, Time, Number, and Filing Office) <div style="text-align: right;">027767</div> <div style="text-align: center;"> STATE OF ALA. SHELBY CO. I CERTIFY THIS INSTRUMENT WAS FILED 1991 MAR 20 AM 10:50 <i>Thomas A. Shanderson</i> JUDGE OF PROBATE </div> </p>
<p>4. <input type="checkbox"/> Debtor is a Utility</p>		
<p>5. This statement refers to original Financing Statement bearing File No. <u>014965</u> Filed with <u>Judge of Probate Shelby Co.</u> Date Filed <u>August 15</u>, 19<u>86</u></p>		
<p>6. <input type="checkbox"/> This statement covers timber to be cut, crops, or fixtures, and is to be cross-indexed in the real estate mortgage records.</p>		
<p>7. <input checked="" type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is not effective.</p>		
<p>8. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.</p>		
<p>9. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 12, have been assigned to the assignee whose name and address appears in Item 12.</p>		
<p>10. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 12.</p>		
<p>11. <input type="checkbox"/> Partial Release. Secured Party releases the collateral described in Item 12 from the financing statement bearing file number shown above.</p>		
<p>12.</p>		

13.00

No. of additional Sheets presented: _____

Aetna Life Insurance Company
 By: B. F. Saul Company, Correspondent

By: _____
 Signature(s) Debtor(s) (necessary only if Item 10 is applicable)

By: E. E. Cavaleri, III
 Signature(s) of Secured Party(ies)
E. E. Cavaleri, III, Vice President

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-3
 Approved by The Secretary of State of Alabama

(1) FILING OFFICER COPY-ALPHABETICAL

EXTENSION SHEET FOR UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

STATE OF <u>ALABAMA</u>	TOTAL NUMBER OF SHEETS <u>3</u>
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Daniel Properties XV Limited Partnership,
 a Virginia limited partnership

By: The Fifteenth Daniel
 Realty Investment Corporation,
 its general partner

By: [Signature]
 Its Senior Vice President

Aetna Life Insurance Company,
 a Connecticut corporation

By: [Signature]
 Its Assistant Vice President

STATE OF ALA. SHELBY CO.
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Thomas A. Shanderson
 JUDGE OF PROBATE

DEBTOR

SECURED PARTY

2
 SHEET No.

(1) Filing Officer Copy—Alphabetical

FORM UCC-E

EXHIBIT "A"

LEGAL DESCRIPTION:

Description of a parcel of land situated in the East half of the Northeast quarter of Section 1, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Begin at a capped iron pipe found at the Northeast corner of said Section 1 and run thence in a Southerly direction along the East line thereof for a distance of 436.03 feet to a point located in a curve to the right in the Northwesterly right-of-way line of Meadow Ridge Road, said curve being concave to the Northwest, having a radius of 1598.48 feet, a central angle of 4 degrees 10 minutes 47 seconds and a chord which forms an interior or counterclockwise angle of 120 degrees 10 minutes 53 seconds with the preceeding course; thence turn an angle to the right and run in a Southwesterly direction with said proposed right-of-way line and along the arc of said curve for a distance of 116.61 feet to the end of said curve; thence continue to run with said proposed right-of-way line in a Southwesterly direction along a line tangent to said curve for a distance of 337.88 feet to the beginning of a curve to the left, said curve being concave to the Southeast, having a radius of 827.77 feet and subtending a central angle of 33 degrees 45 minutes 00 seconds; thence continue to run with said proposed right-of-way line in a Southwesterly direction along the arc of said curve for a distance of 487.60 feet to a point of reverse curvature located at the beginning of a curve to the right; said curve being concave to the Northwest, having a radius of 966.13 feet, and subtending a central angle of 18 degrees 15 minutes 00 seconds; thence continue to run with said proposed right-of-way line in a Southwesterly direction along the arc of said curve for a distance of 307.73 feet to the end of said curve; thence turn an angle to the right of 67 degrees 07 minutes 30 seconds, as measured from the chord of said curve and, leaving said proposed right-of-way line, run in a Northwesterly direction for a distance of 101.95 feet; thence turn an angle to the left of 90 degrees 00 minutes and run in a Southwesterly direction for a distance of 10.00 feet; thence turn an angle to the right of 90 degrees 00 minutes and run in a Northwesterly direction for a distance of 20.00 feet; thence turn an angle to the right of 90 degrees 00 minutes and run in a Northeasterly direction for a distance of 10.00 feet; thence turn an angle to the left of 90 degrees 00 minutes and run in a Northwesterly direction for a distance of 294.00 feet to a point located in the West line of the Northeast quarter of the Northeast quarter of the aforesaid Section 1; thence turn an angle to the right of 75 degrees 38 minutes 01 seconds and run in a Northerly direction along said West line of said quarter-quarter section for a distance of 1187.54 feet to a capped iron pipe found at the Northwest corner thereof; thence turn an angle to the right of 92 degrees 17 minutes 01 seconds and run in an Easterly direction along the North line of said quarter-quarter section for a distance of 1327.59 feet to the point of beginning.

According to survey of Frank N. Champion, Reg. No. 6254, dated October 28, 1985.

Together with and subject to all those easements and rights set forth in instrument recorded in Real Record 86, Page 355, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

1. Taxes for 1986 and subsequent years. 1986 taxes are a lien but not due and payable until October 1, 1986.
2. Title to all minerals underlying the E 1/2 of NE 1/4, Section 1, Township 19 South, Range 2 West, with mining rights and privileges belonging thereto, as reserved in Deed Book 32, page 48, in said Probate Office.
3. Right of way granted Alabama Power Company as recorded Real Book 2, page 792, and Real Book 2, page 797, in said Probate Office.
4. Sewer line easement and connection agreement between Daniel U.S. Properties, Ltd., and Daniel Properties XV, dated September 23, 1985, and recorded in Real Record 043, Page 611.

SCHEDULE B

All fixtures, attachments, appliances, equipment and tangible personal property owned by the debtor and now or at any time hereafter located on or at the real property described in Schedule "A" and used or useful in connection with the operation of an apartment complex including, but not limited to: all goods, machinery, tools, insurance proceeds, equipment (and including but not limited to fire sprinklers and alarm systems and equipment for air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), office and all other indoor or outdoor furniture, wall safes, furnishings, appliances, inventory, rugs, carpets and other floor covering, draperies and drapery rods and brackets, awnings, window shades, and other lighting fixtures and office maintenance and other supplies, and all other articles belonging to the debtor or leased to the debtor that are now or hereafter located in the buildings or on the grounds of the aforesaid real estate, and any additions, substitutions or accessions thereto. Provided, however, that with respect to those items which are leased and not owned by debtor, this security interest covers the leasehold interest only of debtor, together with any options to purchase any of said items and any additional or greater rights with respect to such items which debtor may hereafter acquire;

and

All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the property described in Schedule "A," and all fixtures, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the debtor and located in, on, or used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing.

TOGETHER with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the debtor, and the reversion and reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the debtor of, in and to the same, including but not limited to:

(a) All rents, profits, issues and revenues of the property described in Schedule "A" from time to time accruing, whether under leases or tenancies now existing or hereafter created; and

(b) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the premises or any part thereof 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 to any rights appurtenant thereto, including any award for change of grade or streets.

SCHEDULE A

LEGAL DESCRIPTION

Part of the Northeast One-Quarter of the Northeast One-Quarter of Section 1, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Begin at the Northwest corner of said 1/4 - 1/4 section and run East along the North line of same 330.00 feet; thence right 87° 42' 53" and run South and parallel to the West line of said 1/4 - 1/4 section 50.00 feet; thence right 65° 23' 16" and run Southwesterly 362.69 feet to a point on the Westerly line of said 1/4 - 1/4 section; thence right 114° 36' 44" and run North along said Westerly line 214.21 feet to the Point of Beginning.

Contains 1.00000 Acres.

Thomas A. Henderson, Jr.
JUDGE OF PROBATE

89 NOV 29 PM 12:47

STATE OF ALA. SHELBY CO.
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