

1. Return copy or recorded original to:

F. Don Siegal, Esq.
Leitman, Siegal, Payne & Campbell, P.C.
Land Title Building - Suite 400
600 North 20th Street
Birmingham, AL 35203

Pre-paid Acct. #

2. Name and Address of Debtor

(Last Name First if a Person)

Harbert Properties Corporation
1901 Sixth Avenue North
Suite 2520
Birmingham, AL 35203

Social Security/Tax ID #

2A. Name and Address of Debtor

(IF ANY)

(Last Name First if a Person)

Social Security/Tax ID #

☐ Additional debtors on attached UCC-E

3. SECURED PARTY (Last Name First if a Person)

United of Omaha Life Insurance Company
c/o Camp & Company
3300 Cahaba Road, Suite 300
Birmingham, AL 35223

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

5. The Financing Statement Covers the Following Types (or items) of Property:

Debtor does hereby grant Secured Party a security interest in and to the following items (the "Collateral") described on EXHIBIT "B", which is attached hereto and incorporated herein by reference.

The Collateral is located on or used in connection with the real estate which is described on EXHIBIT "A" attached hereto and incorporated herein by reference.

5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:

Check X if covered: ☐ Products of Collateral are also covered.

6. 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.

7. 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) \$

8. ☐ 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)

Signature(s) of Secured Party(ies)

(Required only if filed without debtor's Signature — see Box 6)

FILED WITH THE JUDGE OF PROBATE OF SHELBY COUNTY, AL

UNITED OF OMAHA LIFE INSURANCE COMPANY

Signature(s) of Debtor(s)

HARBERT PROPERTIES CORPORATION

Signature(s) of Debtor(s)

By: *Barrett J. Leake* President

Type Name of Individual or Business

Signature(s) of Secured Party(ies) or Assignee

By: CAMP & COMPANY

Signature(s) of Secured Party(ies) or Assignee

By: *[Signature]* Vice President

Type Name of Individual or Business

(1) FILING OFFICER COPY — ALPHABETICAL
(2) FILING OFFICER COPY — NUMERICAL

(3) FILING OFFICER COPY — ACKNOWLEDGEMENT
(4) FILE COPY — SECOND PARTY(S)

(5) FILE COPY DEBTOR(S)

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1
Approved by The Secretary of State of Alabama

THIS SPACE FOR USE OF FILING OFFICER
Date, Time, Number & Filing Office

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
91 MAR 21 AM 10:05
JUDGE OF PROBATE

0277741

16.00

EXHIBIT "A"

Lot 3-A, according to a Resurvey of an Amendment to The Concourse at Riverchase as recorded in Map Book 14 page 120 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Mineral and mining rights excepted.
Together with ingress and egress over and across that certain road described in the Declaration of Easement recorded in Real 332 page 637 in said Probate Office.

EXHIBIT "B"

Land, Rents and Derivative Interests

The real property located in the City of Hoover, County of Shelby, State of Alabama, described in Exhibit A attached hereto and by this reference incorporated herein (the "Property"); all rents, issues, profits, royalties, income and other benefits derived from the Property (collectively the "rents"); all estate, right, title and interest of Borrower in and to all leases or subleases covering the Property or any portion thereof now or hereafter existing or entered into including, without limitation, all cash or security deposits, advance rentals and deposits or payments of similar nature; all right, title and interest of Borrower in and to all options to purchase or lease the Property or any portion thereof or interest therein, and any greater estate in the Property owned or hereafter acquired; all interests, estate or other claims, both in law and in equity, which Borrower now has or may hereafter acquire in the Property; all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and all water rights and shares of stock evidencing the same; all right, title and interest of Borrower, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Property;

Improvements

Any and all buildings and improvements now or hereafter erected on the Property, including, but not limited to, the fixtures, attachments, appliances, equipment, machinery, and other articles attached to such buildings and improvements (the "Improvements");

Personal Property

All right, title and interest of Borrower in and to all tangible personal property now owned or hereafter acquired by Borrower which is now or at any time hereafter located on or at the Property and used in connection therewith, including, but not limited to: all building materials stored on the Property, goods, machinery, tools, equipment (including fire sprinklers and alarm systems, air conditioning, heating and refrigerating equipment, equipment for electronic monitoring, entertainment, recreation, window or structural cleaning, maintenance, exclusion of vermin or insects, removal of dust, refuse or