

1. Return copy or recorded original to:

Deborah J. Long
Maynard, Cooper, Frierson & Gale, P.C.
1901 Sixth Avenue North
2400 AmSouth/Harbert Plaza
Birmingham, AL 35203

Pre-paid Acct. # _____

2. Name and Address of Debtor

(Last Name First if a Person)

Eagle Point Associates

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)

National Bank of Commerce
of Birmingham
1927 First Avenue North
Birmingham, AL 35203

Social Security/Tax ID # _____

☐ Additional secured parties on attached UCC-E

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

See Attached Schedule I.

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

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
91 JUN -6 AM 8:14
JUDGE OF PROBATE

028388

4. ASSIGNEE OF SECURED PARTY

(IF ANY)

(Last Name First if a Person)

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) \$ 16.00

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)

By: Arlington Properties, Inc

Signature(s) of Debtor(s)

Its: C.G.

Signature(s) of Debtor(s)

Eagle Point Associates

Type Name of Individual or Business

By:

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

Its:

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

National Bank of Commerce of Birmingham

Type Name of Individual or Business

SCHEDULE I
TO
FINANCING STATEMENT

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

1. The property and interests in property described in the following subparagraphs (a) through (h), both inclusive:

(a) The real estate and premises described on Exhibit A attached hereto (the "Real Estate"), together with all improvements, buildings, structures and fixtures now or hereafter located thereon (the "Improvements"), which Real Estate is located in Shelby County, Alabama.

(b) All minerals, oil, gas and other hydrocarbon substances, development rights, air rights, water, water rights, water stock, permits, licenses, rights-of-way, contracts, privileges, immunities, estates, tenements, hereditaments and appurtenances now or hereafter belonging or pertaining to, or affecting, the Real Estate or the Improvements, including without limitation all rights of the debtor in and to any streets, roads and public places, easements and rights of way.

(c) (i) All leases and subleases, 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 or sublessor, 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 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; 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 equipment, tools, apparatus, fittings and other personal property and fixtures, both tangible and intangible (including replacements, substitutions and after-acquired property), 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 Real Estate or the Improvements, wherever the same may be located, including, without limitation, all 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, facilities used to provide utility services (including sewer or septic facilities), refrigeration, ventilation, laundry, drying, dishwashing, garbage disposal, recreation or other services to the Real Estate or the Improvements, stoves, refrigerators, dishwashers, hot water heaters, garbage disposers, trash compactors, laundry equipment and appliances, other appliances, carpets, rugs, floor coverings, window treatments, lighting, fixtures, pipes, piping, decorative fixtures, recreation facilities (such as tennis courts, golf courses and swimming pools) and all other building materials, equipment, fixtures and amenities of every kind and character used or useful in connection with the Real Estate or any of the Improvements.

(e) All proceeds and claims arising on account of any damage to or taking of the Real Estate or any of the Improvements, or any part thereof, and all causes of action and recoveries for any loss or diminution in the value of the Real Estate or any of the Improvements.

(f) All general intangibles relating to the development or use of the Real Estate or any of the Improvements, or the management and operation of any business thereon, including but not limited to all governmental permits relating to the operation of the Real Estate or any of the Improvements, all names under or by which the Real Estate or any of the Improvements may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all trademarks and goodwill in any way relating to the Real Estate and any of the Improvements.

(g) All leasing, management and other contracts and agreements related to the use and operation of the Real Estate or any of the Improvements, or any part thereof.

(h) All proceeds (including insurance proceeds) of the foregoing, or of any part thereof, and any and all other real or personal property of every kind and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred to Secured Party, or in which the Secured Party is granted a security interest, as and for additional security under the Mortgage, Security Agreement and Assignment of Rents and Leases to which this financing statement is related by the debtor, or by anyone on behalf of, or with the written consent of, the debtor.

(All of the property described in the foregoing subparagraphs (a) through (h), both inclusive, is herein sometimes collectively referred to as the "Property". The personal property described in subparagraph (d) and all other personal property covered by this financing statement is herein sometimes collectively called the "Personal Property".)

2. Each and every policy of hazard insurance now or hereafter in effect which insures the Property, or any part thereof (including without limitation the Personal Property, the Improvements, or any part thereof), together with all right, title and interest of the debtor in and to each and every such policy, including but not limited to, all the debtor's right, title and interest in and to any premiums paid on each such policy, including all rights to returned premiums, and all proceeds of any of the foregoing.

3. Any and all awards or payments, including all interest thereon, together with the right to receive the same, that may be made to the debtor with respect to the Property as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade or of any street or (c) any other injury to or decrease in value of the Property.