

STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT FORM UCC-1 ALA.

Important: Read Instructions on Back Before Filling out Form.

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional Sheets Presented: <u>3</u>	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
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1. Return copy or recorded original to:

Virginia S. Boliek
Balch & Bingham
P. O. Box 306
Birmingham, Alabama 35201

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

Pre-paid Acct. # _____

2. Name and Address of Debtor (Last Name First if a Person)
Taylor Properties, an Alabama
general partnership
No. 1 Shades Creek Parkway
Birmingham, Alabama 35209

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)
Central Bank of the South
P. O. Box 10566
Birmingham, Alabama 35296
Attention: Alabama Real Estate
Social Security/Tax ID # _____

4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)

☐ Additional secured parties on attached UCC-E

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

Debtor hereby grants Secured Party a security interest in all that property described on Exhibit A attached hereto and made a part hereof.

Given as additional security for real estate mortgage recorded at Real 316, Page 435, Shelby County Probate Records, as amended by Loan Modification Agreement and Amendment to Loan Documents and Assumption Agreement recorded contemporaneously herewith.

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

0	0	0	8	0	0
1	0	0	9	0	0
2	0	0	—	—	—
3	0	0	—	—	—
5	0	0	—	—	—
6	0	0	—	—	—
7	0	0	—	—	—

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 \$ 3,725,000.00

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ _____

☒ 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)

TAYLOR PROPERTIES, an Alabama general
partnership
By: Wendell D. Taylor
Signature(s) of Debtor(s)
Its: General Partner
Type Name of Individual or Business

CENTRAL BANK OF THE SOUTH
By: Charles E. S. [Signature]
Signature(s) of Secured Party(ies) or Assignee
Its: Real Estate Officer
Type Name of Individual or Business

EXHIBIT A
DESCRIPTION OF COLLATERAL

- (a) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the property described in Exhibit B, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and 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, substitutions and replacements to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the property described in Exhibit B or not and whether in storage or otherwise wheresoever the same may be located;
- (b) 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, leases, 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 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:
 - (i) All rents, royalties, profits, issues and revenues of the Collateral from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Debtor, however, so long as Debtor is not in default hereunder, the right to receive and retain the rents, issues and profits thereof; and
 - (ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Collateral or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Collateral or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Secured Party is hereby authorized on behalf and in the name of Debtor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Secured Party may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and reasonable attorney's fees, on any of the indebtedness secured hereby in such manner as it elects, or at its option, the entire amount or any part thereof so received may be released.
- (c) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a) or (b) above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the foregoing items or types of property described in (a) or (b) above.

Debtor hereby grants Secured Party a security interest in the foregoing.

Record Owner of Real Estate: Debtor.

EXHIBIT B

DESCRIPTION OF REAL PROPERTY

The following described real property located in Shelby County, Alabama:

Lot 2, according to the Survey of Greystone - 2nd Sector, as recorded in Map Book 14, Page 87 in the Probate Office of Shelby County, Alabama.

Together with Lots 1-A, 1-D and 1-E, according to the Resurvey of Lot 1 of Greystone - 2nd Sector, as recorded in Map Book 16, Page 20 in the Probate Office of Shelby County, Alabama.

Subject to:

1. Ad valorem taxes for 1992.
2. Transmission Line Permit to Alabama Power Company as shown by instrument recorded in Deed Book 112, Page 517; Deed Book 239, Page 214; Deed Book 109, Page 501; Deed Book 109, Page 505; Deed Book 141, Page 180; Deed Book 109, Page 491 and Deed Book 186, Page 223 in Probate Office.
3. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 4, Page 493; Deed Book 4, Page 495; Deed Book 4, Page 497 and Deed Book 121, Page 294 in Probate Office.
4. Rights of others to use of Hugh Daniel Drive as described in instrument recorded in Deed Book 301, Page 799 in Probate Office.
5. Agreement in regard to water service and covenants set out therein between Dantract and Shelby County as set out in Real 235, Page 574 in Probate Office.
6. Restrictions, covenants, conditions, and building setback lines as set out in Amended Restated Restrictive Covenants recorded in Real 265, Page 96 in the Probate Office of Shelby County, Alabama, which said building setback lines are also shown on survey of Charley Foster, dated October 10, 1989.
7. 50 foot buffers and setback lines, 100 foot buffer and setback line, 60 foot access easement to Highway No. 119 and to Greystone Residential property, 40 foot utility easement, 20 foot sanitary sewer easement, and 30 foot storm drain easement, all as shown by plat recorded in Map Book 14, Page 87 in Probate Office.

EXHIBIT B
(continued)

8. Greystone Multi-family Declaration of Covenants, Conditions and Restrictions as recorded in Real 316, Page 239 in Probate Office, as amended by instrument recorded at Real 319, Page 238 in the Probate Office and by instrument recorded at ~~Real~~ DOCUMENT No: 4710 in the Probate Office.
9. Reciprocal Easement Agreement pertaining to access and roadway easements, as set out in Real 312, Page 274 in Probate Office, and as amended in Real 317, Page 253 in Probate Office.

04/16/1992-4717
11:29 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 NCD 16.00