

**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: <b>9</b>	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:

**Kay K. Bains, Esquire  
Walston, Stabler, Wells,  
Anderson and Bains  
P.O. Box 830642  
Birmingham, Alabama 35283-0642**

Pre-paid Acct. # \_\_\_\_\_

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

Inst # 1993-29483

09/24/1993-29483  
10:13 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
010 MCD 24.00

Judge of Probate of Shelby County

2. Name and Address of Debtor (Last Name First if a Person)

**Birmingham Realty Company  
2118 First Avenue North  
Birmingham, Alabama 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)

**AmSouth Bank N.A.  
P.O. Box 11007  
Birmingham, Alabama 35288**

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:

**See Schedule I attached hereto and made a part hereof for the property covered hereby, some of which may be or may become fixtures on the real estate described on Exhibit A attached hereto and made a part hereof, of which the Debtor is the record Owner.**

Filed as additional security for mortgage recorded of even date, on which tax was paid.

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

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


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.

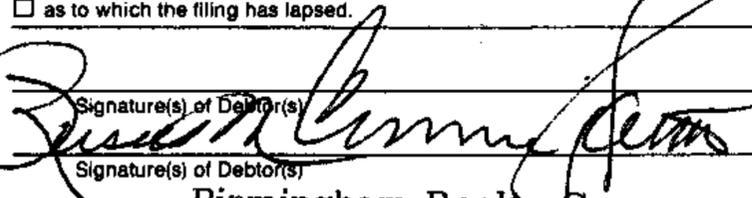
acquired after a change of name, identity or corporate structure of debtor

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 Debtor(s)



Signature(s) of Debtor(s)

**Birmingham Realty Company**

Type Name of Individual or Business

Signature(s) of Secured Party(ies)  
(Required only if filed without debtor's Signature — see Box 6)

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

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

Type Name of Individual or Business

Schedule I to UCC-1  
(Birmingham Realty Company)

- A. The real estate described on Exhibit A attached hereto and made a part hereof (the "Real Estate") and all improvements, structures, buildings and fixtures now or hereafter situated thereon (the "Improvements").
- B. All permits, easements, licenses, rights-of-way, contracts, privileges, immunities, tenements and hereditaments now or hereafter pertaining to or affecting the Real Estate or the Improvements.
- C. (i) All leases, 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, including but not limited to any existing leases (the "Existing Leases"), 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, including but not limited to, the Existing Leases 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 any of 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, all such moneys, rights and claims in this paragraph

described being hereinafter referred to as the "Rents";  
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 building materials, equipment, fixtures, tools, apparatus and fittings 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 Improvements, wherever the same may be located, including, without limitation, all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows, hardware, nails, wires, wiring, 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, stoves, refrigerators, dishwashers, hot water heaters, garbage disposers, trash compactors, other appliances, carpets, rugs, window treatments, lighting, fixtures, pipes, piping, decorative fixtures, and all other building materials, equipment and fixtures of every kind and character used or useful in connection with the Improvements.
- E. 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 the Secured Party, or in which the Secured Party is granted a security interest, as and for additional security hereunder by the Debtor, or by anyone on behalf of, or with the written consent of, the Debtor.

**EXHIBIT "A"**  
**UCC-1 - Birmingham Realty Company**  
**Legal Description**

**PARCEL NO. 1**

A parcel of land located in the S.W.  $\frac{1}{4}$  of the S.W.  $\frac{1}{4}$  of Section 31, Township 19 South, Range 2 West, more particularly described as follows: Commence at the Northwest corner of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section; thence in an easterly direction along the northerly line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section, a distance of 514.26 feet to the Point of Beginning; thence 95 degrees, 55 minutes, 44 seconds right, in a southwesterly direction, a distance of 706.27 feet; thence 90 degrees left, in a southeasterly direction, a distance of 710.00 feet to a point on the westerly right-of-way line of U.S. Highway 31 South; thence 90 degrees left, in a northerly direction along said right-of-way line, a distance of 422.00 feet; thence 90 degrees left, in a northwesterly direction, a distance of 200.00 feet; thence 90 degrees right, in a northeasterly direction, a distance of 190.00 feet; thence 90 degrees left, in a northwesterly direction, a distance of 50.00 feet; thence 90 degrees right, in a northeasterly direction, a distance of 142.04 feet to the northerly line of aforesaid  $\frac{1}{4}$ - $\frac{1}{4}$  section; thence 84 degrees, 04 minutes, 16 seconds left in a westerly direction along aforesaid  $\frac{1}{4}$ - $\frac{1}{4}$  section line a distance of 462.48 feet to the Point of Beginning.

**EXHIBIT "A"**  
**UCC-1 - Birmingham Realty Company**  
**Legal Description**

**PARCEL NO. 2**

A parcel of land located in the S.W. 1/4 of the S.W. 1/4 of Section 31, Township 19 South, Range 2 West, more particularly described as follows: Commence at the Northwest corner of said 1/4 - 1/4 Section; thence in an easterly direction along the northerly line of said 1/4 - 1/4 Section, a distance of 1228.08 feet to the intersection with the westerly right-of-way line of U.S. Highway 31 South; thence 95 degrees, 55 minutes, 44 seconds right, in a southerly direction along said right-of-way line, a distance of 168.00 feet to the Point of Beginning; thence continue along last described course, a distance of 190.00 feet; thence 90 degrees right, in a northwesterly direction, a distance of 200.00 feet; thence 90 degrees right, in a northeasterly direction, a distance of 190.00 feet; thence 90 degrees right, in a southeasterly direction, a distance of 200.00 feet to the Point of Beginning.

Legal Description

**PARCEL NO. 3**

A parcel of land located in the S.W. 1/4 of the S.W. 1/4 of Section 31, Township 19 South, Range 2 West, more particularly described as follows: Commence at the Northwest corner of said 1/4 - 1/4 Section; thence in an easterly direction along the northerly line of said 1/4 - 1/4 Section, a distance of 976.74 feet to the Point of Beginning; thence continue along last described course, a distance of 251.34 feet to the intersection with the westerly right-of-way line of U.S. Highway 31 South; thence 95 degrees, 55 minutes, 44 seconds right, in a southerly direction along said right-of-way line, a distance of 168.00 feet; thence 90 degrees, right, in a northwesterly direction, a distance of 250.00 feet; thence 90 degrees right, in a northeasterly direction, a distance of 142.04 feet to the Point of Beginning.

**EXHIBIT "A"**  
**UCC-1 - Birmingham Realty Company**  
**Legal Description**

**PARCEL NO. 4**

A parcel of land located in the S.W.  $\frac{1}{4}$  of the S.W.  $\frac{1}{4}$  of Section 31, township 19 South, Range 2 West, more particularly described as follows: Commence at the Northwest corner of said S.W.  $\frac{1}{4}$  of the S.W.  $\frac{1}{4}$  of Section 31; thence in an easterly direction along the northerly line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section, a distance of 1228.08 feet to the intersection with the westerly right-of-way line of U. S. Highway 31 South; thence 95 degrees, 55 minutes, 44 seconds right, in a southerly direction along said right-of-way line, a distance of 780.00 feet to the Point of Beginning; thence continue along last described course, a distance of 200.00 feet; thence 90 degrees right, in a northwesterly direction, a distance of 200.00 feet; thence 90 degrees right, in a northeasterly direction, a distance of 200.00 feet; thence 90 degrees right, in a southeasterly direction, a distance of 200.00 feet to the Point of Beginning.

**EXHIBIT "A"**  
**UCC-1 - Birmingham Realty Company**  
**Legal Description**

**PARCEL NO. 5**

A parcel of land located in the S.W.  $\frac{1}{4}$  of the S.W.  $\frac{1}{4}$  of Section 31, Township 19 South, Range 2 West and the N.W.  $\frac{1}{4}$  of the N.W.  $\frac{1}{4}$  of Section 6, Township 20 South, Range 2 West, more particularly described as follows: Commence at the Northwest corner of said S.W.  $\frac{1}{4}$  of the S.W.  $\frac{1}{4}$  of Section 31; thence in an easterly direction along the northerly line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section, a distance of 1228.08 feet to the intersection with the westerly right-of-way line of U. S. Highway 31 South; thence 95 degrees, 55 minutes, 44 seconds right, in a southerly direction along said right-of-way line, a distance of 1307.99 feet to the Point of Beginning; thence continue along last described course, a distance of 200.00 feet; thence 90 degrees right, in a northwesterly direction, a distance of 200.00 feet; thence 90 degrees right, in a northeasterly direction, a distance of 200.00 feet; thence 90 degrees right, in a southeasterly direction, a distance of 200.00 feet to the Point of Beginning.

**EXHIBIT "A"**

**UCC-1 - Birmingham Realty Company**  
**Legal Description**

**PARCEL NO. 6**

A parcel of land located in the S.W. 1/4 of the S.W. 1/4 of Section 31, Township 19 South, Range 2 West and the N.W. 1/4 of the N.W. 1/4 of Section 6, Township 20 South, range 2 West, more particularly described as follows: Commence at the Northwest corner of said S.W. 1/4 of the S.W. 1/4 of Section 31; thence in an easterly direction along the northerly line of said 1/4 - 1/4 Section, a distance of 1228.08 feet to the intersection with the westerly right-of-way line of U.S. Highway 31 South; thence 95 degrees, 55 minutes, 44 seconds right, in a southerly direction along said right-of-way line, a distance of 980.00 feet to the Point of Beginning; thence continue along last described course, a distance of 327.99 feet; thence 90 degrees right, in a northwesterly direction, a distance of 200.00 feet; thence 90 degrees left, in a southwesterly direction, a distance of 200.00 feet; thence 90 degrees right, in a northwesterly direction, a distance of 596.05 feet; thence 90 degrees right, in a northeasterly direction, a distance of 727.99 feet; thence 90 degrees right, in a southeasterly direction, a distance of 596.05 feet; thence 90 degrees right, in a southwesterly direction, a distance of 200.00 feet; thence 90 degrees left, in a southeasterly direction, a distance of 200.00 feet to the Point of Beginning.

**EXHIBIT "A"**  
**UCC-1 - Birmingham Realty Company**  
**Legal Description**

**PARCEL NO. 7**

A parcel of land located in the S.W. ¼ of the S.W. ¼ of Section 31, Township 19 South, Range 2 West and the N.W. ¼ of the N.W. ¼ of Section 6, Township 20 South, Range 2 West, more particularly described as follows: Begin at the Northwest corner of said Section 6; thence in a southerly direction along the westerly line of said Section 6, a distance of 1276.30 feet; thence 90 degrees, 50 minutes left, in an easterly direction, a distance of 55.68 feet to the beginning of a curve to the left, having a radius of 94.93 feet; thence in a northeasterly direction along said curve, a distance of 121.83 feet to the end of said curve and the beginning of a curve to the right, having a radius of 267.51 feet; thence in a northeasterly direction along said curve, a distance of 108.79 feet to the end of said curve; thence in a northeasterly direction along a line tangent to said curve, a distance of 715.64 feet to the beginning of a curve to the right, having a radius of 379.83 feet; thence in a northeasterly direction along said curve, a distance of 106.34 feet to the end of said curve; thence in a northeasterly direction along a line tangent to said curve, a distance of 27.50 feet to the beginning of a curve to the left, having a radius of 288.17 feet; thence in a northeasterly direction along said curve, a distance of 178.25 feet to the end of said curve and the beginning of a curve to the right, having a radius of 160.26 feet; thence in a northeasterly direction along said curve, a distance of 218.98 feet to the end of said curve, said point being on the westerly right-of-way line of U. S. Highway 31 South; thence 179 degrees, 36 minutes, 33 seconds left from tangent of said curve, in a northwesterly direction, a distance of 796.05 feet; thence 90 degrees right, in a northeasterly direction, a distance of 727.99 feet; thence 90 degrees right in a southeasterly direction, a distance of 86.05 feet; thence 90 degrees left, in a northeasterly direction, a distance of 706.27 feet to a point on the northerly line of said S.W. ¼ of the S.W. ¼ of Section 31; thence 95 degrees, 55 minutes, 44 seconds left, in a westerly direction along the northerly line of said ¼-¼ Section, a distance of 514.26 feet to the Northwest corner of said ¼-¼ Section; thence 91 degrees, 45 minutes left, in a southerly direction along the westerly line of said ¼-¼ Section, a distance of 1321.05 feet to the Point of Beginning.

Inst # 1993-29483

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09/24/1993-29483  
10:13 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
D10 NCD 24.00