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

Important: Read Instructions on Back Before Filling out Form

☐ The Debtor is a transmitting utility  as defined in ALA CODE 7-9-105(n).  No. of Additional Sheets Presented:	This FINANCING STATEMENT is presented to a Filling Officer for filling pursuant to the Uniform Commercial Code.
Return copy or recorded original to:	THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office
Claude McCain Moncus	Date; Time; Notice & Time; Onice
Corley, Moncus & Ward, P.C.	
2100 SouthBridge Parkway	
Suite 650 Birmingham, AL 35209	T PLF =
Birnardian, en 22502	To the second se
Pre-paid Acct. #	
2. Name and Address of Debtor (Last Name First if a Person)	
INVESTORS EAST, an Alabama General Partnership	マニ マニ 三章
c/o Larry Hillard	
1109 E. Park Drive, Suite 100	
Birmingham, AL 35235	
Social Security / Tax ID #	A.M.
2A. Name and Address of Debtor (#F ANY) (Last Name First if a Person)	
	•
	,
	EO ECC MANTELL
Social Security/Tax ID #	Judge of Probate
Additional debtors on attached UCC-E	
3. NAME AND ADDRESS OF SECURED PARTY) (Last Name First if a Person)  First Commercial Bank	4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)
2000 SouthBridge Parkway	
Suite 150	
Birmingham, AL 35209	
Social Security/Tax ID #	
Additional secured parties on attached UCC-E	
The Financing Statement Covers the Following Types (or items) of Property:	
All of the fixtures, equipment, furniture,	furnishings and personal
property of every nature, now owned or here	
Debtor, all additions, replacements and pro-	
other property set forth in Schedule "A" a	ttached hereto, located  Back of Form That Best Describes The
on the real property described in Exhibit	"A" attached hereto. Collateral Covered By This Filing:
	_100
	_300
	_302
	_500
Check X if covered: Products of Collateral are also covered.	
<ol> <li>This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so)</li> </ol>	7. Complete only when filing with the Judge of Probate: The initial indebtedness secured by this financing statement is \$
already subject to a security interest in another jurisdiction when it was brought into this state.  If already subject to a security interest in another jurisdiction when debtor's location changed	Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$
to this state.  U which is proceeds of the original collateral described above in which a security interest is	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
perfected.	an interest of record, give name of record owner in Box 5)
<ul> <li>acquired after a change of name, identity or corporate structure of debtor</li> <li>as to which the filling has lapsed.</li> </ul>	Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature — see Box 6)
INVESTORS EAST, an Alabama General Partnership FIRST COMMERCIAL BANK	
Signature(s) of Debtor(s)	Signature(s) of Secured Party(ies) or Assignee
BY: TADDY HILL ADD	BY: Nusse Dynamics of Secured Borbyics of Assistance
Signature(s) of Ceptor(s) LARRY HILLARD  Its General Partner	Signature(s) of Secured Party(ies) or Assignee  Its: Sun ov Vice Rundul
Type Name of Individual or Business	Type Name of Individual or Business
(1) FILING OFFICER COPY - ALPHABETICAL (3) FILING OFFICER COPY-ACKNOWLEDGEMENT (4) FILE COPY - SECURED	STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1  (5) FILE COPY DEBTOR(S)  Approved by The Secretary of State of Alabama

## SCHEDULE "A"

- (A) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, 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 described in Exhibit "A" attached hereto, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals, substitutions, replacements and accessions 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 "A" attached hereto 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 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 hereafter acquired by the Debtor, and the reversion and reversions, remainder and remainders, rents, issues and reversions, remainder and all the estate, right, title, profits thereof, and all the estate, right, title, 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 Property described in Exhibit "A" attached hereto, from time to time accruing, whether under leases or tenancies now existing or hereafter created; and
    - (ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Property described in Exhibit "A" attached Property described in Exhibit "A" attached hereto, or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Property described in Exhibit "A" attached Property described in Exhibit "A" attached hereto, or the improvements thereon or any part thereof, or to any rights appurtenant thereof, 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 attorneys' 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.

## Exhibit "A"

## LEGAL DESCRIPTION

Lot 2, according to the Survey of Cahaba Valley Office Park, as recorded in Map Book 10, Page 80, in the Probate Office of Shelby County, Alabama. Together with an undivided 1/14th interest in the common area as described in the Restrictive Covenants.

Inst # 1993-41090

12/22/1993-41090 10:36 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 004 MCD 20.00