

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

**Important: Read Instructions on Back Before Filling out Form.**

REORDER FROM  
**Registers, Inc.**  
314 PIERCE ST.  
P.O. BOX 218  
ANOKA, MN. 55303  
(612) 421-1713

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-103(n).	No. of Additional Sheets Presented	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
1. Return copy or recorded original to  J. Fred Powell, Esq. Burr & Forman 3000 SouthTrust Tower 420 N. 20th Street Birmingham, Alabama 35203  Pre-paid Acct. # _____		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office  <div style="transform: rotate(-90deg); transform-origin: center;">                         Inst # 1994-30129                           10/03/1994-30129                          03:25 PM CERTIFIED                          SHELBY COUNTY JUDGE OF PROBATE                          004 MCB 18.00                     </div>
2. Name and Address of Debtor (Last Name First if a Person)  Cole and Eddleman Development Company 1100 East Park Drive Suite 400 Birmingham, Alabama 35235  Social Security/Tax ID # _____		
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)  _____  Social Security/Tax ID # _____		
<input type="checkbox"/> Additional debtors on attached UCC-E		
3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)  AmSouth Bank of Alabama P. O. Box 11007 Birmingham, Alabama 35288  Social Security/Tax ID # _____		4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)  Alabama Housing Finance Authority STE 408, 2000 International Park Dr. Montgomery, AL 36109 (further assigned to) AmSouth Bank of Alabama as Trustee P. O. Box 11007 Birmingham, AL 35288
<input type="checkbox"/> Additional secured parties on attached UCC-E		FILED WITH:
5. The Financing Statement Covers the Following Types (or items) of Property:		

All items described in Exhibit A attached hereto and made a part hereof located on or used in connection with the real property described in Exhibit B attached hereto and made a part hereof

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)

COLE AND EDDLEMAN DEVELOPMENT COMPANY

BY *[Signature]*  
Signature(s) of Debtor(s)

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

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

Type Name of Individual or Business

## **EXHIBIT "A"**

### **TO THAT CERTAIN UCC-1 FINANCING STATEMENT EXECUTED BY COLE AND EDDLEMAN DEVELOPMENT COMPANY, AS DEBTOR, IN FAVOR OF AMSOUTH BANK OF ALABAMA, AS SECURED PARTY**

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

(a) All of Debtor's interest in: all fixtures, fittings, furnishings, appliances, apparatus, goods, equipment, and machinery, including, without limitation, all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, ovens, elevators and motors, escalators, bathtubs, sinks, water closets, basins, pipes, faucets and other ventilating and air-conditioning, plumbing, lighting and heating fixtures, mirrors, mantles, refrigerating plants, refrigerators, iceboxes, dishwashers, carpeting, floor coverings, furniture, laundry equipment, cooking apparatus and appurtenances, washing machines, dryers, trash compactors, TV antennas, phone systems, incinerators, trash receptacles, drop ceilings, brackets and appurtenances, sprinklers and fire extinguishing systems, smoke detectors and other fire alarm devices, door bell and alarm systems, screens, awnings, doors, storm and other detachable doors and windows, built-in cases, counters, trees, hardy shrubs and perennial flowers, interior and exterior cleaning, plowing, lawn care, maintenance and repair machinery, vehicles or equipment, and all building material, supplies, and equipment now or hereafter delivered to the real property described in Exhibit "B" (hereinafter referred to as the "Real Property") and installed or used or intended to be installed or used therein; all other fixtures and personal property of whatever kind and nature at present contained in or hereafter placed in any building standing on the Real Property; such other goods, equipment, chattels and personal property as are usually furnished by landlords in letting premises of the character hereby conveyed;

(b) All leases, conditional sale agreements, chattel mortgages and use agreements of machinery, equipment and other personal property of Debtor in the categories hereinabove set forth, under which Debtor is the lessee of, or entitled to use, such items, together with all deposits and payments made thereunder, and Debtor agrees to execute and deliver to Secured Party specific separate assignments to Secured Party of such instruments when requested by Secured Party; but nothing herein constitutes Secured Party's consent to any financing of any fixtures or personal property, and nothing herein shall obligate Secured Party to perform any obligations of Debtor under any such leases, or agreements unless it so chooses, which obligations Debtor hereby covenants and agrees to well and punctually perform;

(c) All of Debtor's interests in personal property of any kind or nature whatsoever, whether tangible or intangible, not described in paragraphs (a) and (b) above, but which are or will be used in the construction of, placed upon, or are or will be derived from, related to or used in connection with the ownership, management, use, maintenance,

or enjoyment of the Real Property, including without limitation: (i) all causes of action, judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Real Property or any part thereof under the power of eminent domain, or for any damage to the Real Property; (ii) all insurance policies and proceeds therefrom covering the Real Property; (iii) all blueprints, plans, maps, documents, books and records relating to the Real Property; (iv) all contracts for utilities, services or materials relating to the Real Property, but nothing herein shall obligate Secured Party to perform the obligations of Debtor under such contracts; (v) all deposits, letters of credit, performance bonds or other security given to any governmental agency in connection with any permit or approval relating to the Real Property; (vi) all monies on deposit for the payment of governmental impositions or insurance premiums relating to the Real Property; (vii) all trade names, trademarks and good will; and (viii) all existing and future records with respect to environmental matters, whether or not located at the Real Property or elsewhere, whether or not in the possession of Debtor or some third party (including any federal, state or local agency or instrumentality), and whether or not written, photographic, or computerized;

(d) All rents, income, profits, revenues, royalties, bonuses, rights, accounts, contract rights, general intangibles, benefits under any and all leases or tenancies now existing or hereafter created in all or any portion of the Real Property or any part thereof or arising out of the construction, use, or operation of the Real Property or any parts thereof, or any other equitable or contract rights pertaining to the Real Property;

(e) All products and proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims; and

(f) All substitutions, replacements, extensions, renewals, additions and accessories for or to any of the foregoing.

The term "Real Property" as used herein shall refer to the real estate and improvements set forth and described in Exhibit B attached hereto. The granting of a security interest in proceeds shall not be deemed evidence of consent by Secured Party to the sale, encumbrance, transfer or other disposition of collateral, and Debtor shall not sell, encumber, transfer or otherwise dispose of the same except to the extent, if any, permitted under the Mortgage and Security Agreement executed by Debtor in favor of Secured Party on or about the date hereof encumbering the Real Property.

EXHIBIT B

Legal Description - Meadowood Apartments

A parcel of land located in the NE 1/4 of Section 11 and the NW 1/4 of Section 12, all in Township 20 South, Range 3 West, more particularly described as follows:

Commence at the southwest corner of Lot 4, Block 6, of Cahaba Valley Estates, Seventh Sector, as recorded in Map Book 6 page 82, in the Office of the Judge of Probate in Shelby County, Alabama; thence in a southeasterly direction along the projection of the southwesterly line of said Block 6 a distance of 160.00 feet to the point of beginning; thence continue along last described course a distance of 762.00 feet; thence 90 deg. 10 min. left in a northeasterly direction a distance of 360.00 feet; thence 89 deg. 50 min. left in a northwesterly direction a distance of 762.00 feet; thence 90 deg. 10 min. left in a southwesterly direction a distance of 360.00 feet to the point of beginning.

Inst # 1994-30129

10/03/1994-30129  
03:25 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 MCD 18.00