

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

Important: Read Instructions on Back Before Filling out Form.

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

☐ 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 Filing Officer for filing pursuant to the Uniform Commercial Code.
1. Return copy or recorded original to: Gail L. Mills, Esq. Burr & Forman 420 North 20th Street 3100 SouthTrust Tower Birmingham, Alabama 35203 Pre-paid Acct. # _____		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office Inst # 1995-03578 02/09/1995-03578 08:39 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 006 MCD 20.00	
2. Name and Address of Debtor (Last Name First if a Person) Daniel Meadows Partnership c/o Daniel Realty Corporation 1200 Corporate Drive, Suite 400 Birmingham, Alabama 35242 Attn: John Gorecki Social Security/Tax ID # _____		FILED WITH: Shelby County, Judge of Probate	
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. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person) SouthTrust Bank of Alabama, National Association P. O. Box 2554 Birmingham, Alabama 35290 Attn: Real Estate Loan Dept. 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: The collateral is more particularly described on Exhibit B attached hereto and made a part hereof. The land described in Exhibit B is more particularly described on Exhibit A 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) \$ <u>paid on Mtg.</u> 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)	
See Schedule I attached Signature(s) of Debtor(s) Signature(s) of Debtor(s) Type Name of Individual or Business		Signature(s) of Secured Party(ies) or Assignee Signature(s) of Secured Party(ies) or Assignee Type Name of Individual or Business	

(1) FILING OFFICER COPY - ALPHABETICAL
(2) FILING OFFICER COPY - NUMERICAL
(3) FILING OFFICER COPY - ACKNOWLEDGEMENT
(4) FILE COPY - SECURED
(5) FILE COPY DEBTOR(S)

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1
Approved by The Secretary of State of Alabama

SCHEDULE I
TO UCC-1 FINANCING STATEMENT FROM DANIEL MEADOWS PARTNERSHIP
(DEBTOR) TO SOUTHTRUST BANK OF ALABAMA, NATIONAL ASSOCIATION
(SECURED PARTY)

Debtor:

DANIEL MEADOWS PARTNERSHIP,
a Virginia general partnership

By: THE MEADOWS PARTNERSHIP,
a Virginia general partnership
Its General Partner

By: Daniel Realty Investment Corporation-
Meadows, a Virginia corporation
Its General Partner

By: John C. Lortch
Its S.V.P.

By: DANREAL PARTNERS, L.P. DOING BUSINESS
IN THE STATE OF ALABAMA AS
DANREAL PARTNERS LIMITED PARTNERSHIP,
a Virginia limited partnership
Its General Partner

By: Daniel Property Investors, Inc.,
a Virginia corporation
Its General Partner

By: John C. Lortch
Its S.V.P.

Exhibit "A"

(Meadows on the Lake)

Parcel I:

Description of a parcel of land situated in the SE 1/4 of the NW 1/4 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

From the Southwest corner of said 1/4 1/4 section, run thence in a Northerly direction along the West line of said 1/4 1/4 section for a distance of 882.30 feet; thence turn an angle to the right of 91 deg. 17 min. 06 sec. and run in an Easterly direction for a distance of 198.02 feet to the point of beginning of the parcel herein described; thence continue in an Easterly direction along the same course as before for a distance of 1001.66 feet; thence turn an angle to the right of 90 deg. and run in a Southerly direction for a distance of 307.97 feet to the beginning of a curve to the right, said curve to the right having a radius of 545.12 feet, and a central angle of 62 deg. 38 min. 49 sec. and being concave to the Northwest; thence run along the arc of said curve in a Southerly to Southwesterly direction for a distance of 596.03 feet to the end of said curve; thence run in a Southwesterly direction tangent to said curve for a distance of 166.48 feet; thence turn an angle to the right of 26 deg. 18 min. 34 sec. and run in a Westerly direction for a distance of 347.77 feet; thence turn an angle to the right of 63 deg. 41 min. 26 sec. and run in a Northwesterly direction for a distance of 136.63 feet to the beginning of a curve to the right, said curve to the right having a radius of 1682.21 feet and a central angle of 17 deg. 35 min. 45 sec. and being concave to the Northeast; thence run in a Northwesterly direction along the arc of said curve for a distance of 516.62 feet to end of said curve and the beginning of a second curve to the right, said second curve to the right having a radius of 537.13 feet and a central angle of 20 deg. and being concave to the East; thence run in a Northwesterly and Northerly direction along the arc of said curve for a distance of 187.49 feet to the end of said curve; thence run in a Northerly direction tangent to said curve for a distance of 80.52 feet to the point of beginning; being situated in Shelby County, Alabama.

Parcel II

(A) Description of a parcel of land situated in the West 1/2 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama; and being more particularly described as follows:

From the Northwest corner of the NE 1/4 of the SW 1/4 of said section run thence in an Easterly direction along the North line of said 1/4 1/4 section for a distance of 389.72 feet to the point of beginning of the parcel herein described; thence continue in an Easterly direction along the North line of said 1/4 1/4 section for a distance of 347.77 feet; thence turn an angle to the right of 153 deg. 41 min. 26 sec. and run in a Southwesterly direction for a distance of 286.75 feet to the beginning of a curve to the right, said curve to the right having a radius of

25 feet, a central angle of 90 deg. and being concave Northward; thence run in a Westerly to Northwesternly direction along the arc of said curve for a distance of 39.27 feet to the end of said curve; thence run in a Northwesternly direction tangent to said curve for a distance of 129.14 feet to the point of beginning; being situated in Shelby County, Alabama.

THE ABOVE DESCRIBED PROPERTY is also known as Lot 1, THE MEADOWS RESIDENTIAL SECTOR ONE, as recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 9, page 142.

(B) Together with all beneficial rights granted to Daniel Meadows Partnership pursuant to that certain storm sewer easement recorded in Real Record 43, page 608, over and across the following property, described as follows:

The following is a description of a 20-foot wide storm sewer easement being 10 feet on either side of centerline, said centerline being more particularly described as follows:

Part of the SE 1/4 of the NW 1/4 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

From the Northwest corner of said SE 1/4 of NW 1/4 run in a Southerly direction along the West line of said 1/4 1/4 Section for a distance of 453.75 feet; thence turn an angle to the left of 88 deg. 42 min. 54 sec. and run in an Easterly direction for a distance of 436 feet, more or less, to the point of beginning of said centerline; thence turn an angle to the left of 142 deg. 30 min. and run in a Northwesternly direction for a distance of 62 feet, more or less, to the point of ending.

All being situated in Shelby County, Alabama.

EXHIBIT B
TO UCC-1 FINANCING STATEMENT FROM
DANIEL MEADOWS PARTNERSHIP (DEBTOR) TO
SOUTHTRUST BANK OF ALABAMA, NATIONAL ASSOCIATION
(SECURED PARTY)

All of the Debtor's right, title and interest in and to the following described Collateral, whether now or hereafter existing or now owned or hereafter acquired or accrued (collectively referred to herein as the "Collateral"):

(a) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the real estate described in Exhibit A attached hereto and made a part hereof (the "Land"), and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Collateral, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Collateral as between the parties hereto and all persons claiming by, through or under them; and

(b) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Collateral or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by them; and

(c) All rents, issues, profits and revenues of the Collateral from time to time accruing, including, without limitation, all sums due under any leases or tenancies, together with all proceeds of insurance, condemnation payments, security deposits and escrow funds, and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law; and

(d) To the fullest extent assignable (if assignable by law), any and all licenses and permits obtained by the Debtor relating to the use and operation of the Collateral; and

(e) Any and all funds now or hereafter held on deposit with Lender pursuant to that certain Assignment and Pledge of Deposit Account of even date herewith from Debtor to Secured Party; and

(f) Debtor's right, title and interest in and to all contracts pertaining to repairs to the improvements situated on the Property, including, without limitation, the following:

(1) that certain construction contract between Debtor and Foundation and Structural Renovations, dated January 3, 1995;

(2) that certain construction contract between Debtor and Briarwood Construction, Inc., dated January 3, 1995;

(3) that certain construction contract between Debtor and Dow-Mar Associates, dated January 16, 1995; and

(4) that certain contract between Debtor and Diversified Consultant Services, Inc., dated November 4, 1994.

Inst # 1995-03578

02/09/1995-03578
08:39 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 NCD 20.00