

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

Important: Read Instructions on Back Before Filling out Form.

REORDER FROM
Register, Inc.
514 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 7-9-105(n).	No. of Additional Sheets Presented: 3	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
1. Return copy or recorded original to: Randolph H. Lanier Balch & Bingham P. O. Box 306 Birmingham, Alabama 35201 Pre-paid Acct. # _____		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office Inst # 1995-05904 03/07/1995-05904 02:56 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 004 MCD 18.00
2. Name and Address of Debtor (Last Name First if a Person) Century/Chase, L.L.C. 820 Shades Creek Parkway Suite 1200 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 # _____		
<input type="checkbox"/> Additional debtors on attached UCC-E		
3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person) Compass Bank 15 South 20th Street, 15th Floor Birmingham, Alabama 35233 Attn: Commercial Real Estate Department Social Security/Tax ID # _____		4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)
<input type="checkbox"/> Additional secured parties on attached UCC-E		

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

All that collateral as more particularly described on Exhibit A attached hereto and made a part hereof.

*As evidenced by that Real Estate Mortgage filed contemporaneously herewith.

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 \$ **\$1,250,000***
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)

SEE EXHIBIT C FOR SIGNATURES OF DEBTOR

COMPASS BANK

BY:

ITS:

EXHIBIT A
DESCRIPTION OF COLLATERAL

- (a) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the real property described on **Exhibit B** (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 Borrower 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, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property actually are located on or adjacent to the Land or not, and whether in storage or otherwise, and wheresoever the same may be located (the "Improvements");
- (b) All accounts, general intangibles, contracts and contract rights relating to the Land and the Improvements, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and sale of all or any part of the Land and the Improvements;
- (c) 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, subleases, licenses, rights, titles, interests, 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 owned or hereafter acquired by the Borrower, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Borrower of, in and to the same, including but not limited to:
 - (i) All rents, royalties, profits, issues and revenues of the Land and the Improvements 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 Land and the Improvements or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land and Improvements or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Lender hereby is authorized on behalf of and in the name of Borrower to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Lender 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;
- (d) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a), (b) or (c) 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), (b) or (c) above.

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

Record Owner of Real Estate (the Land): **Debtor**.

EXHIBIT B
Legal Description

PARCEL I

Lots 1 and 2, CENTURY PARK SOUTH as recorded in Map Book 117, Page 23 in the office of the Judge of Probate of Jefferson County, Alabama.

PARCEL II

Description Parcel I, CENTURY PARK NORTH, PHASE I, as recorded in Map Book 118, Page 80 in the office of the Judge of Probate of Jefferson County, Alabama, being more particularly described as follows: Commence at the Northeast corner of the N.W.1/4 of the N.W.1/4 of Section 1, Township 19 South, Range 3 West; thence run in a Westerly direction along the North line of said 1/4-1/4 section a distance of 1,031.24 feet to a point on the Northeasterly right-of-way line of Interstate Highway #I-65; thence 104°21'38" to the left in a Southeasterly direction along the Northeasterly right-of-way line of Interstate Highway #I-65 a distance of 388.95 feet to the POINT OF BEGINNING; thence continue along the last described course a distance of 120 feet; thence 76°54'58" to the left in an Easterly direction a distance of 457.87 feet to a point; thence 108°18'54" to the left in a Northwesterly direction a distance of 141.58 feet to the P.C. (point of curve) of a curve to the left having a central angle of 9°18'26" and a radius of 244.95 feet; thence in the arc of said curve to the left in a Northwesterly direction a distance of 39.79 feet; thence 62°21'04" to the left (angle measured to tangent) in a Westerly direction a distance of 262.86 feet; thence 90°00' to the left in a Southerly direction a distance of 47 feet; thence 90°00' to the right in a Westerly direction a distance of 131.55 feet; thence 13°05'02" to the left in a Southwesterly direction a distance of 31.43 feet to the POINT OF BEGINNING. Containing 1.58 acres.

PARCEL III

Lots 1 and 2, CHASE PARK SOUTH as recorded in Map Book 8, Page 61 in the office of the Judge of Probate of Shelby County, Alabama.

PARCEL IV

Commence at the Northeast corner of the N.E.1/4 of the S.E.1/4 of Section 19, Township 19 South, Range 2 West; thence West along the North line of said 1/4-1/4 section 4,622.16 feet; thence 90°00' to the left 88.78 feet to the POINT OF BEGINNING; thence 46°12'25" left 413.96 feet to a point, said point being on the Northwesterly right-of-way line of Parkway River Road and a curve to the left, said curve having a central angle of 39°52'08" and a radius of 280.00 feet; thence 71°45' right to the tangent of said curve and along the arc of said curve and right-of-way line 194.84 feet; thence tangent to said curve and along said right-of-way line 25.03 feet to a curve to the right, said curve having a central angle of 95°42'51" and a radius of 25.00 feet; thence along the arc of said curve and right-of-way line 41.76 feet to a curve to the right and the Northerly right-of-way line of Riverchase Parkway East, said curve having a central angle of 04°03'17" and a radius of 577.41 feet; thence along the arc of said curve and right-of-way line 40.86 feet; thence tangent to said curve and along said right-of-way line 160.44 feet to a curve to the left, said curve having a central angle of 24°58'39" and a radius of 540.22 feet; thence along the arc of said curve and right-of-way line 235.50 feet to a curve to the right, said curve having a central angle of 84°24'56" and a radius of 25.00 feet; thence along the arc of said curve and leaving said right-of-way line 36.83 feet; thence tangent to said curve 45.43 feet to a curve to the right, said curve having a central angle of 83°06'54" and a radius of 90.00 feet; thence along the arc of said curve 130.56 feet; thence 90°00' left to tangent of said curve, 300.20 feet; thence 105°37'49" right 101.16 feet; thence 04°20' left, 364.98 feet to the POINT OF BEGINNING. Containing 5.93 acres.

EXHIBIT C

SIGNATURE OF DEBTOR

CENTURY/CHASE, L.L.C.,
an Alabama limited liability company

By: 
Charles W. Daniel, its Managing Member

By: 
Richard T. Darden, its Managing Member

Inst # 1995-05904

Inst # 1995-05904

03/07/1995-05904
02:56 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 18.00