

☐ 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 Livingston Mills, Esq.
Burr & Forman
P. O. Box 830719
Birmingham, Alabama 35283-0719

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

Inst # 1996-01848

01/19/1996-01848
08:33 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 NCD 19.00

Pre-paid Acct #

2. Name and Address of Debtor

(Last Name First if a Person)

Daniel U.S. Properties Limited Partnership II
c/o Daniel Realty Corporation
1200 Corporate Drive, Suite 400
Meadow Brook Corp. Pk. Dr. Attn: S. Monk
Birmingham AL 35242

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

FILED WITH:

Judge of Probate of Shelby County, Alabama

3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)

SouthTrust Bank of Alabama,
National Association
Attn: Comm. Real Estate Lending Dept. 11th Fl
P. O. Box 2554
Birmingham AL 35290

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

4. ASSIGNEE OF SECURED PARTY

(IF ANY)

(Last Name First if a Person)

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

The Collateral is more particularly described on Exhibit B hereto. The real estate referred to on Exhibit B is more particularly described on Exhibit A hereto.

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

Filed as additional collateral for Mortgage recorded contemporaneously herewith.

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 \$ 17,600,000.

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ 0

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)

Signature(s) of Debtor(s)

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

Signature(s) of Debtor(s)

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

See Schedule I attached

Type Name of Individual or Business

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 BETWEEN
DANIEL U.S. PROPERTIES LIMITED PARTNERSHIP II, AS DEBTOR
AND SOUTHTRUST BANK OF ALABAMA, NATIONAL ASSOCIATION,
AS SECURED PARTY

Signature of Debtor:

**DANIEL U.S. PROPERTIES LIMITED
PARTNERSHIP II**, an Alabama limited partnership

BY: DANIEL REALTY INVESTMENT
CORPORATION, a Virginia corporation
Its General Partner

BY: 
Donald K. Lloyd
Its Senior Vice President

EXHIBIT A

Lot 7, according to the Map and Survey of Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 12 page 10 in the Office of the Judge of Probate of Shelby County, Alabama. ("the Probate Office");

Lot 11-A-1, Meadow Brook Corporate Park South, Phase II, according to the Resurvey of Lots 11A and 11B, as recorded in Map Book 13 page 84 in the Probate Office;

• Lots 11-C, 11-D and 11-E, according to Meadow Brook Corporate Park South, Phase II, Resurvey of Lot 11, as recorded in Map Book 13 page 82 in the Probate Office;

Lot 2-D, according to a Resurvey of Lot 2-B, being a resurvey of Lot 2, Meadow Brook Corporate Park, Phase I, as recorded in Map Book 17 page 44 in the Probate Office;

Lot 6-A-1, according to Meadow Brook Corporate Park South, Phase II, Resurvey of Lots C and 6A, as recorded in Map Book 20 page 108 in the Probate Office;

Lots 9-B-2 and 9-B-3, according to Meadow Brook Corporate Park South, Phase II, Resurvey of Lot 9-B, as recorded in Map Book 19 page 88 in the Probate Office;

Together with all rights of Daniel U. S. Properties Limited Partnership II under that certain Reciprocal Easement Agreement recorded as Instrument #1995-32944 in said Probate Office.

All being situated in Shelby County, Alabama.

EXHIBIT B
TO UCC-1 FINANCING STATEMENT
BETWEEN DANIEL U. S. PROPERTIES LIMITED PARTNERSHIP II,
AS DEBTOR AND
SOUTHTRUST BANK OF ALABAMA, NATIONAL ASSOCIATION
AS SECURED PARTY

This Financing Statement covers all the Debtor right, title, and interest in and to the following (collectively, the "Collateral"):

(a) All those certain tracts or parcels of land located in Shelby County, Alabama, as more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Land"); and

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on 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 the Debtors 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"); and

(c) 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 the Debtor; and

(d) 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, as well as in equity, of Debtor of, in and to the same.

(e) All rights, powers and reservations as the "Developer" under the Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporate Park South dated September 1, 1985 as set out in Real 64, Page 91, as amended, and (ii) the Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporate Park dated October 17, 1984 as set out in Real 5, Page 772, as amended.

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