

39918

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

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

Parcel One:

Begin at the Southwest corner of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, and run in a Westerly direction along the South line of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 36 a distance of 13.95 feet to a point on the Southeasterly line of a 60-foot ingress-egress easement, said easement recorded in Real Volume 13, Page 426, and Real Volume 28, Page 673, in the Probate Office of Shelby County, Alabama; thence a deflection angle right of $95^{\circ}39'07''$ and run in a Northeasterly direction along said Southeasterly line of 60-foot ingress-egress easement a distance of 44.18 feet to the point of curve of a curve to the right, said curve having a radius of 850.67 feet and a central angle of $12^{\circ}57'23''$; thence continue in a Northeasterly direction along said curve and Southeasterly line of said 60-foot ingress-egress easement an arc distance of 192.36 feet to the point of tangent of said curve; thence continue in a Northeasterly direction along tangent 570.51 feet to the point of curve of a curve to the left, said curve having a radius of 272.04 feet and a central angle of $36^{\circ}03'00''$; thence run in a Northeasterly to Northwesterly direction along the arc of said curve and the most Easterly line of said 60-foot ingress-egress easement an arc distance of 171.17 feet to a point of reverse curve of a curve to the right, said curve having a radius of 202.35 feet and a central angle of $37^{\circ}27'00''$; thence run in a Northwesterly to Northeasterly direction along the arc of said curve and the most Easterly line of said 60-foot ingress-egress easement an arc distance of 132.26 feet to the point of tangent of said curve; thence continue in a Northeasterly direction along said tangent 55.49 feet to a point; thence an interior angle of $90^{\circ}40'30''$ and run to the right, leaving the Northeasterly line of said 60-foot ingress-egress easement and running in a Southeasterly direction 90.63 feet to a point; thence an interior angle of $260^{\circ}18'00''$ and run to the left in a Northeasterly direction 204.08 feet to a point; thence an interior angle of $99^{\circ}12'00''$ and run to the right in a Southeasterly direction 265.33 feet to a point; thence an interior angle of $197^{\circ}25'00''$ and run to the left in a Southeasterly direction 77.06 feet to a point; thence an interior angle of $174^{\circ}49'00''$ and run to the right in a Southeasterly direction 65.07 feet to a point; thence an interior angle of $128^{\circ}57'00''$ and run to the right in a Southeasterly direction 94.44 feet to a point; thence an interior angle of $136^{\circ}04'00''$ and run to the right in a Southwesterly direction 132.54 feet to a point; thence an interior angle of $161^{\circ}29'00''$ and run to the right in a Southwesterly direction 230.34 feet to a point; thence an interior angle of $173^{\circ}05'00''$ and run to the right in a Southwesterly direction 142.56 feet to a point; thence an interior angle of $265^{\circ}30'00''$ and run to the left in a Southeasterly direction 251.21 feet to a point; thence an interior angle of $226^{\circ}22'00''$ and run to the right in a Southerly direction 420.00 feet to a point; thence an interior angle of $88^{\circ}53'00''$ and run to the right in a Westerly direction 271.66 feet to a point; thence an interior angle of $271^{\circ}07'00''$ and run to the left in a Southerly direction 60.01 feet to a point on the South line of said Northwest $\frac{1}{4}$ of Northeast $\frac{1}{4}$ of said Section 36; thence an interior angle of $88^{\circ}53'00''$ and run to the right along said South line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section 548.37 feet to the Point of Beginning.

Parcel Two:

A non-exclusive easement for ingress and egress and the installation of utilities, 60 feet in width being 30-feet on each side of centerline described as follows:

From the SE corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, run West along the South Boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ a distance of 44.10 feet to the point of beginning; thence, 30 feet each side of a line described as: From the said $\frac{1}{4}$ - $\frac{1}{4}$ line, turn an angle of the right of $95^{\circ}39'07''$ and go 47.13 feet; thence right along the arc of a curve with a radius of 850.67 feet, a distance of 199.15 feet; thence along the tangent line to said curve a distance of 570.51 feet; thence, along a curve to the left with a radius of 242.04 feet a distance of 152.29 feet; thence, along the arc of a curve to the right with a radius of 232.35 feet a distance of 42.38 feet, said point being the end of this easement. Said easement being originally created by instrument recorded in Real Record 13, Page 426 in the Probate Office of Shelby County, Alabama.

Parcel Three:

From the NW corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 36, Township 18 South, Range 2 West, run South along the West boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ a distance of 370.01 feet; thence left $88^{\circ}01'30''$ a distance of 212.71 feet to the point of beginning, said point on the centerline of a road, said centerline being a curve to the right with a radius of 232.35 feet; thence turn left $97^{\circ}53'56''$ to the tangent of said curve and follow the arc of the curve a distance of 109.49 feet to the point of tangency of said curve; thence continue along the projection of said tangent a distance of 56.61 feet. Said easement being originally created by instrument recorded in Real Record 028, page 673 in the Probate Office of Shelby County, Alabama.

TOGETHER with those certain easements which benefit the property being insured herein, more particularly described in Real 361, Page 805; Real 361, page 819; Real 140, page 380, as amended in Real 172, page 787; Real 140, page 367 as amended in Real 172, page 794; Real 164, page 422; Real 164, page 465 and Real 172, page 812.

SCHEDULE I

All buildings, improvements, and tenements (hereinafter referred to as the "Improvements") now or hereafter erected or situated on, under or above the real property described in Exhibit A hereto (the "Land"; the Improvements together with the Land being hereinafter referred to as the "Property"), and all heretofore or hereafter vacated alleys and streets abutting the Property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock appurtenant to the Property, and all of Debtor's estate, right, title and interest, if any, in and to any fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with such Property, including; but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath.tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, panelling, rugs, attached floor coverings, furniture, pictures, antennas, trees and plants, and privileges, franchises, tenements, hereditaments and appurtenances and all of the estate, right, title, interest, claim and demand whatsoever of Debtor therein or thereto, either at law or in equity, in possession or in expectancy, now or hereafter acquired; all ditches, wells, reservoirs and drains and all water, ditch, well, reservoir and drainage rights which are appurtenant to, located on, under or above or used in connection with the Property or the improvements, or any part thereof; all crops, timber, shrubs, flowers and landscaping features; and any interest that Debtor may have in any leased furniture, accounts, general intangibles, inventory; and all refunds of taxes, all unearned premiums, accrued, accruing or to accrue under any and all insurance policies now or hereafter obtained by Debtor and all proceeds of the conversion, voluntary or involuntary, of the Collateral (as such term is hereinafter defined) and/or any other property or rights encumbered or conveyed hereby, or any part thereof, into cash or liquidated claims, including, without limitation, proceeds of hazard and title insurance and all awards, payments and compensation, including interest thereon, and the right to

receive the same, hereafter made in respect of the Collateral and/or any other property or rights encumbered or conveyed hereby by any governmental authority or other lawful authority for the taking by eminent domain, condemnation or otherwise (including any transfer made in lieu of the exercise of the right of eminent domain or condemnation), of all or any part of the Collateral and/or any other property or rights encumbered or conveyed hereby or for any other injury to or decrease in the value of the Collateral and/or any other property or rights encumbered or conveyed hereby or any easement benefitting the foregoing, including, but not limited to, awards for any change of grade of streets; all cash funds, deposit accounts and other rights and evidence of rights to cash, now or hereafter created or held by or on behalf of Secured Party; and all leases, subleases, lettings, licenses, concessions, occupancy agreements or other agreements pertaining thereto affecting the use or occupancy of the Collateral now or hereafter entered into and, all right, title and interest of Debtor thereunder, including, without limitation, cash, securities and prepaid installments of rent deposited thereunder, the right to receive, collect and apply the revenues, earnings, rents, issues, income and profits payable thereunder and the right to enforce, at law or in equity, all provisions, covenants and agreements thereof; and all monthly amounts paid by Debtor to Secured Party for or in respect of (i) taxes and assessments and (ii) water and sewer fees or charges which may be levied on the Property and the yearly premium installments for fire and other hazard insurance, rent loss insurance and such other insurance covering the Property as Secured Party may require; and all of Debtor's estate, right, title and interest, if any, in and to any and all operating contracts, concessionaire agreements, franchise agreements, licenses, permits, management agreements, zoning, land use, air rights and development agreements, service contracts, supply and maintenance contracts, equipment leases, personal property leases, documents relating to the construction of any Improvements (including any and all construction contracts, architectural contracts, engineering contracts, asbestos removal contracts, plans, specifications, drawings, surveys, bonds and governmental approvals), warranties, guaranties and all other agreements (including, without limitation, that certain Settlement Agreement dated December 20, 1995 between Fleming, Hovenkamp & Grayson, plaintiffs, and Shell Oil Corporation, Hoechst Celanese Corporation and E. I. du Pont de Nemours and Company, defendants) now or hereafter affecting the Collateral, or any part thereof, and/or used in connection with the operation or management thereof and all contract rights of Debtor thereunder, together with all of the rights, reversions and/or equities now or hereafter

appurtenant thereto, provided that this assignment shall not be construed as a consent by Secured Party to any one or more of such contracts; all present and future monetary deposits given to any public or private utility with respect to utility services furnished to any part to the Collateral or the Improvements; all present and future funds, accounts, instruments, accounts receivable, documents, causes of action, claims, general intangibles, and all contract rights, trade names, trademarks, service marks, symbols, logos and goodwill related thereto that in any way now or belong, relate, pertain or are used in connection with any part of the Collateral or the Improvements, all names by which the Collateral or the Improvements may be operated or known, all rights to carry on business under such names, and all books and records relating to the business operated on the Collateral or any part thereof and, and all rights, interest and privileges which Debtor has or may have as developer or declarant under any covenants, restrictions or declarations now or hereafter relating to the Collateral or the Improvements, and all notes or chattel paper now or hereafter arising from or by virtue of any transactions related to the sewer taps, certificates of occupancy, permits, licenses, franchises, certificates, consents, approvals and other rights and privileges now or hereafter obtained in connection with the Collateral or the Improvements and all present and future warranties and guaranties relating to the improvements or to any equipment, fixtures, furniture, furnishings, personal property or components of any of the foregoing now or hereafter located or installed on the Collateral or the Improvements; all building materials, supplies and equipment now or hereafter placed on the Collateral or in the Improvements and all architectural renderings, models, drawings, plans, specifications, studies and data now or hereafter relating to the Collateral or the Improvements; and all extensions, improvements, betterments, renewals, substitutions and replacements of and all additions and appurtenances to the Collateral and/or any other property or rights encumbered or conveyed hereby or hereafter acquired by or released to Debtor or constructed, assembled or placed by Debtor on the Collateral and all conversions of the security constituted thereby that, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case without any further mortgage, conveyance, assignment or other act by Debtor, shall become subject to the lien in favor of Secured Party as fully and completely, and with the same effect, as though now owned by Debtor and specifically described herein; all of which shall be deemed to be and remain a part of the Collateral; and all other or greater rights and interests of every nature in the Collateral or the Improvements and in

the possession or use thereof and income therefrom, whether now owned or hereafter acquired by Debtor; and all of the foregoing, together with said property are herein referred to as the "Collateral"; EXCLUDING, HOWEVER, the right, title and interest of the Debtor in the "Colonial" tradename and the goodwill related thereto and excluding further any security deposits held under any leases to the extent that Debtor does not have the right to apply the same under the terms of the applicable leases.

Inst # 1996-21131

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01:13 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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