

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

50954

Important: Read Instructions on Back Before Filling out Form.

REORDER FROM
Registred, Inc.
514 PIERCE ST.
P.O. BOX 218
ANN ARBOR, MI 48103
(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: 4	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
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1. Return copy or recorded original to:

William S. Wright
Balch & Bingham
Post Office Box 306
Birmingham, Alabama 35201

Pre-paid Acct # _____
2. Name and Address of Debtor (Last Name First if a Person)
SOUTHLAKE OFFICE ASSOCIATES, LTD.
1222 14th Avenue South, Suite 201
Birmingham, Alabama 35205

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

3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)
COMPASS BANK
15 South 20th Street
Birmingham, Alabama 35233

Social Security/Tax ID # _____
☐ Additional secured parties on attached UCC-E

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

Inst # 1996-26264

08/13/1996-26264
04:03 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MCB 19.00

FILED WITH: **Shelby**
Judge of Probate of ~~Madison~~ County

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:

See Exhibit A and Exhibit B attached hereto and incorporated herein by reference.

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)

SEE SIGNATURES ON EXHIBIT C ATTACHED HERETO AND INCORPORATED HEREIN BY ~~REFERENCE~~ REFERENCE.

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
Type Name of Individual or Business	Type Name of Individual or Business

EXHIBIT A
DESCRIPTION OF COLLATERAL
[COUNTY FILINGS]

- (a) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the property described in **Exhibit B**, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor 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 and replacements to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the property described in **Exhibit B** or not and whether in storage or otherwise wheresoever the same may be located;
- (b) All accounts, general intangibles, contracts and contract rights relating to the Land and 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 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, rights, titles, interest, 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 or hereafter acquired by the Debtor, and the reversion and reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Debtor of, in and to the same, including but not limited to:
 - (i) All rents, royalties, profits, issues and revenues of the Collateral from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Debtor, however, so long as Debtor is not in default hereunder, the right to receive and retain the rents, issues and profits thereof; and

- (ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Collateral or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Collateral or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Secured Party is hereby authorized on behalf and in the name of Debtor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Secured Party may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and reasonable attorney's 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: **Debtor.**

**PROVIDED AS ADDITIONAL SECURITY FOR REAL ESTATE MORTGAGE RECORDED
CONTEMPORANEOUSLY HEREWITH.**

EXHIBIT B

DESCRIPTION OF REAL PROPERTY

The following described property situated in Shelby County, Alabama:

All that tract or parcel of land lying and being in the City of Hoover, Shelby County, Alabama, and being Lot 1, according to the Survey of Southlake Office Park as recorded in Map Book 13, Page 97 in the Probate Office of Shelby County, Alabama.

Together with certain ingress/egress and storm water drainage easements on, over and across certain property located immediately south of, and contiguous with, said Lot 1, as set forth in Easement Agreement recorded in Real Volume 253, Page 236 in the Probate Office of Shelby County, Alabama, and any further interest acquired by Southlake Office Associates, Ltd. in or to the property described in such Easement Agreement.


EXHIBIT C

SIGNATURES OF DEBTOR AND SECURED PARTY

DEBTOR:


SOUTHLAKE OFFICE ASSOCIATES, LTD.

By: L & S PROPERTIES, INC.
Its: General Partner

By: 
Its: PRESIDENT

SECURED PARTY:

COMPASS BANK

By: 
Its: Vice President

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