

50998

REORDER FROM
Registré, 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: 4	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.	
1. Return copy or recorded original to: Eddleman Properties, Inc. 2700 Highway 280 East Suite 325 Birmingham, Alabama 35223			THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office <div style="margin-top: 20px;">Inst # 1996-28525 08/30/1996-28525 08:21 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 19.00 DOCS MCD</div>	
Pre-paid Acct # _____				
2. Name and Address of Debtor (Last Name First if a Person)				
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			FILED WITH: Judge of Probate - Shelby County	
3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person) Compass Bank P.O. Box 10566 Birmingham, Alabama 35296 ATTN: Alabama Real Estate Department				
Social Security/Tax ID # _____				
<input type="checkbox"/> 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: All that collateral as more particularly described on Exhibit A attached hereto. *This financing statement is filed as additional security for a mortgage filed contemporaneously herewith.				
5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing: <div style="float: right; text-align: left;">0 0 0 8 0 0 1 0 0 2 0 0 3 0 0 5 0 0 6 0 0 7 0 0</div>				
Check X if covered: <input type="checkbox"/> 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). <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> already subject to a security interest in another jurisdiction when debtor's location changed to this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest is perfected. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of debtor <input type="checkbox"/> 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 \$ 2,125,000.00* Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ _____	
By: Eddleman Properties, Inc. Type Name of Individual or Business			By: COMPASS BANK 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

EXHIBIT A
DESCRIPTION OF COLLATERAL

- (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 property described on **Exhibit B** and the improvements thereon, 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 real property described on **Exhibit B** and the improvements thereon;
- (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 beyond any applicable grace period under any loan documents executed in connection herewith, 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.

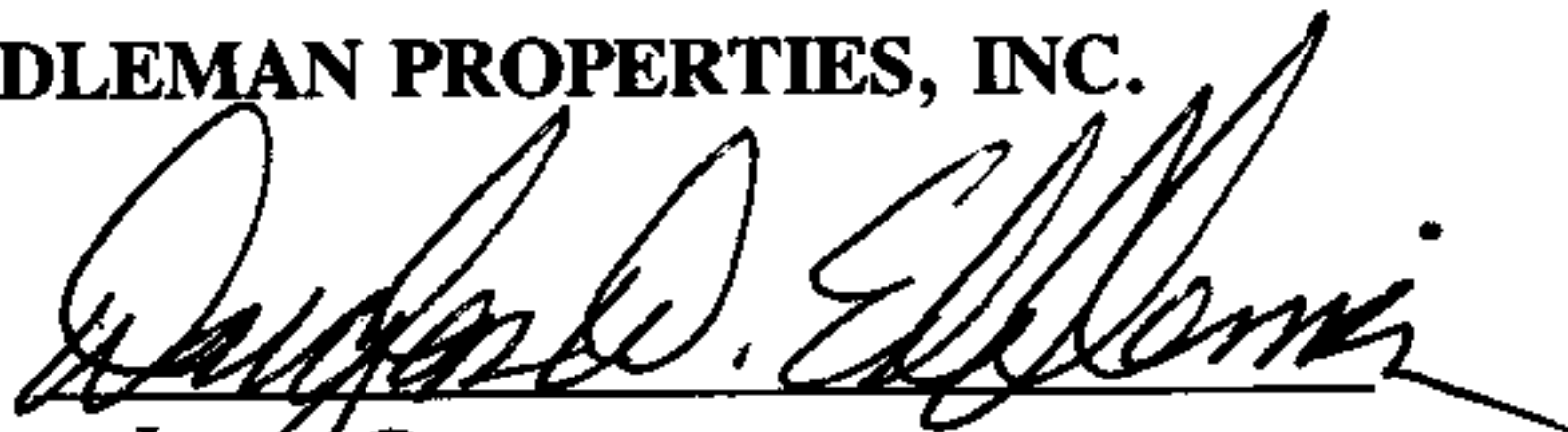
- (d) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a), (b) or (c) above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all inventory, accounts, chattel paper, documents, instruments, 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.**

DEBTOR:

EDDLEMAN PROPERTIES, INC.

By: 
Its: PRESIDENT

SECURED PARTY:

COMPASS BANK


By: 
Its: Vice President

EXHIBIT B

A parcel of land to be known as Brook Highland 11th Sector 2nd Phase situated in Section 30, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a concrete monument locally accepted to be the Southwest corner of the Southeast Quarter of the Southwest Quarter of said Section 30; thence run east along the South line of said Quarter-Quarter Section and also along the North line of Eagle Ridge Apartments as recorded in Deed Book 67, on Page 967, in the Office of the Judge of Probate, Shelby County, Alabama, for a distance of 71.35 feet to the point of beginning; thence continue along last stated course for a distance of 678.66 feet to an iron pin found at the Northeast corner of said Eagle Ridge Apartments and also on the Northwest corner of Lot 1130 of Brook Highland 11th Sector Phase 1 as recorded in Map Book 19, on Page 68, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the left of 2 degrees 56 minutes 09 seconds and run in a northeasterly direction along the North line of said Lot 1130 for a distance of 22.48 feet to an iron pin found at the Southwest corner of Lot 1134 in said Brook Highland 11th Sector Phase 1; thence turn an angle to the left of 75 degrees 45 minutes 05 seconds and run in a northeasterly direction along the Northwest line of Lots 1134 and 1135 in said Brook Highland 11th Sector Phase 1 for a distance of 476.38 feet to an iron pin found at the Northwest corner of said Lot 1135; thence turn an angle to the right of 88 degrees 41 minutes 54 seconds and run in a southeasterly direction along the Northeast line of Lots 1135 and 1136 in said Brook Highland 11th Sector Phase 1 for a distance of 328.24 feet to an iron pin found at the Northwest corner of Lot 1137 in said Brook Highland 11th Sector Phase 1; thence turn an angle to the right of 10 degrees 28 minutes 19 seconds and run in a southeasterly direction along the Northeast line of Lots 1137 through 1140 in said Brook Highland 11th Sector Phase 1 for a distance of 401.87 feet to an iron pin found; thence turn an angle to the left of 25 degrees 03 minutes 25 seconds and run in a northeasterly direction along the Northwest line of Lots 1140 and 1141 in said Brook Highland 11th Sector Phase 1 for a distance of 141.85 feet to an iron pin found at the northwest corner of Lot 1142 in said Brook Highland 11th Sector Phase 1; thence turn an angle to the left of 28 degrees 41 minutes 00 seconds and run in a northeasterly direction along the Northwest line of said Lot 1142 for a distance of 119.92 feet to an iron pin found at the northeast corner of said Lot 1142; thence turn an angle to the right of 18 degrees 10 minutes 00 seconds and run in a northeasterly direction crossing Ashford Lane as recorded in said Brook Highland 11th Sector Phase 1 for a distance of 63.15 feet to an iron pin found at the Northwest corner of Lot 1101 in said Brook Highland 11th Sector Phase 1; thence turn an angle to the left of 18 degrees 10 minutes 00 seconds and run in a northeasterly direction along the Northwest line of said Lot 1101 for a distance of 160.69 feet to the Northwest corner of Lot 1027 in Brook Highland 10th Sector 2nd Phase as recorded in Map Book 18, on Page 36 A & B, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an

EXHIBIT B
(continued)

angle to the left of 24 degrees 28 minutes 14 seconds and run in a northeasterly direction along the Northwest line of Lots 1027 and 1026 in said Brook Highland 10th Sector 2nd Phase for a distance of 244.13 feet to an iron pin found at the Northeast corner of said Lot 1026; thence turn an angle to the left of 42 degrees 14 minutes 50 seconds and run in a northeasterly direction crossing Somerset Trace as record in said Brook Highland 10th Sector 2nd Phase for a distance of 87.38 feet to an iron pin found at the northeast corner of Lot 1025 in said Brook Highland 10th Sector 2nd Phase; thence turn an angle to the right of 51 degrees 21 minutes 22 seconds and run in a northeasterly direction along the Northwest line of said Lot 1025 for a distance of 192.69 feet to the Northwest corner of said Lot 1025; thence turn an angle to the left of 73 degrees 26 minutes 38 seconds and run in a northwesterly direction along the Southwest line of Lot 1024 in said Brook Highland 10th Sector 2nd Phase for a distance of 55.67 feet to an iron pin found; thence turn an angle to the right of 13 degrees 29 minutes 13 seconds and run in a northeasterly direction along the Northwest line of Lots 1024, 1023, and 1022 in said Brook Highland 10th Sector 2nd Phase for a distance of 200.05 feet to a point; thence turn an angle to the left of 120 degrees 30 minutes 01 seconds and run in a southwesterly direction for a distance of 55.08 feet to a point; thence turn an angle to the right of 65 degrees 22 minutes 28 seconds and run in a northwesterly direction for a distance of 409.19 feet to a point; thence turn an angle to the left of 9 degrees 51 minutes 01 seconds and run in a northwesterly direction for a distance of 372.37 feet to a point; thence turn an angle to the right of 76 degrees 52 minutes 19 seconds and run in a northeasterly direction for a distance of 87.66 feet to a point; thence turn an angle to the left of 83 degrees 38 minutes 29 seconds and run in a westerly direction for a distance of 645.72 feet to a point; thence turn an angle to the left of 64 degrees 23 minutes 17 seconds and run in a southwesterly direction for a distance of 1,464.99 feet to the point of beginning. Said Brook Highland 11th Sector 2nd Phase containing 39.28 acres more or less.

Inst # 1996-28525

08/30/1996-28525
08:21 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MCD 19.00