

☐ 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:

James W. Harris  
3343 Peachtree Road, Northeast  
1600 Atlanta Financial Center  
Atlanta, Georgia 30326

Pre-paid Acct #

2. Name and Address of Debtor

(Last Name First if a Person)

Murray-Concourse 800, Inc.  
1901-6th Avenue North, Suite 2520  
Birmingham, Alabama 35203

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)

Allmerica Financial Life Insurance and  
Annuity Company  
c/o Laureate Realty Services, Inc.  
Post Office Box 530667  
Birmingham, Alabama 35253-0667

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

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

Inst # 1996-29135

09/05/1996-29135  
08:18 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 MCD 18.00

FILED WITH:

Judge of Probate of Shelby County, Alabama

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 property described on Exhibit B hereto and located on that property described on Exhibit A hereto.

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)

Signature(s) of Secured Party(ies)  
(Required only if filed without debtor's Signature -- see Box 6)

Murray-Concourse 800, Inc.

By: Raymond J. Harris

Signature(s) of Debtor(s)

Its: PRESIDENT

Type Name of Individual or Business

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

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

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"**

### **LEGAL DESCRIPTION**

Lot 3-A, according to an Amendment to a Resurvey of an Amendment to The Concourse at Riverchase as recorded in Map Book 18, Page 13 in the Office of the Judge of Probate of Shelby County, Alabama.

Together with rights of ingress and egress described in the Declaration of Easement recorded in Real Book 332, Page 637.

EXHIBIT "B" to U.C.C. Financing  
Statement between MarRay-Concourse 800, Inc., as Debtor, and  
Allmerica Financial Life Insurance and Annuity Company, as Secured Party

All of Debtor's right, title and interest in, to, under and with respect to the Personalty, Fixtures, Contracts, Permits, Leases and Rents hereinafter defined which relate to, are located on, pertain to, are used or usable in connection with, the Mortgaged Property (herein defined as the land described on Exhibit "A" attached hereto and any improvements now or hereafter thereon):

Personalty: All of the right, title, and interest of Debtor in and to (i) furniture, furnishings, equipment, machinery and goods; (ii) general intangibles, money, insurance proceeds, accounts, deposits held in escrow under any and all Leases, contract and subcontract rights, trademarks, tradenames and inventory; (iii) all refundable fees, deposits or other funds or evidences of credit or indebtedness deposited by or on behalf of Debtor with any governmental authority, corporation or provider of utility services; (iv) any awards, settlements, or compensation made by any governmental authority relating to the Mortgaged Property, including without limitation awards, proceeds and settlement amounts on account of condemnation or eminent domain; (v) tenant security deposits; (vi) other types of deposits and other benefits paid or payable by parties to Contracts other than Debtor; and (vii) all other personal property of any kind or character as defined in and subject to the provisions of the Uniform Commercial Code in effect in and for the state in which the Mortgaged Property is located; any and all of which are now owned or hereafter acquired by Debtor, and which are now or hereafter situated in, on, or about the Mortgaged Property, or used in or needed for the complete and proper planning, development, construction, financing, use, occupancy, or operation thereof, or acquired (whether delivered to the Mortgaged Property or stored elsewhere) for use in or on the Mortgaged Property, together with all accessions, replacements, and substitutions thereto or therefor and the proceeds thereof. "Personalty" shall mean all or, where the context permits or requires, any portion of the above and all or, where the context permits or requires, any interest therein.

Fixtures: All materials, supplies, equipment, systems, apparatus, and other items now owned or hereafter acquired by Debtor and now or hereafter attached to, installed in, or used in connection with the Mortgaged Property or the Personalty, together with all appurtenances, replacements, betterments, and substitutions for any of the foregoing and the proceeds thereof.

Contracts: All of the following, whether now or hereafter existing, relating to the operation, maintenance, or ownership of the Mortgaged Property: (i) all contracts and rights (except Leases), including but not limited to management agreements, maintenance agreements and service contracts and all deposits and rights to payment and reimbursement thereunder; (ii) all warranties and guarantees; and (iii) contracts for the purchase of the Mortgaged Property, including all deposits and letters of credit provided by the purchasers thereunder, together with all payments, income, and profits arising from sale of the Mortgaged Property or from such contracts.

SENT BY:

404 231 4163  
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Permits: Permits, licenses, certificates and approvals issued by governmental authorities or otherwise necessary for the Debtor or the Mortgaged Property to comply with all legal requirements.

Leases: Any and all leases, master leases, subleases, licenses, concessions, or other agreements (written or oral, now or hereafter in effect), including any renewals, extensions, amendments and supplements, which grant to third parties a possessory interest in and to, or the right to use, all or any part of the Mortgaged Property, together with all security and other deposits or payments made in connection therewith.

Rents: All of the rents, revenues, income, proceeds, reimbursements, common area maintenance charges, profits, security and other types of deposits and other benefits paid or payable by parties to Leases other than Debtor, for using, leasing, licensing, possessing, operating from, residing in, selling, or otherwise enjoying all or any portion of the Mortgaged Property, whether due now or hereafter, including, without limitation, any lease termination and modification payments.

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