

☐ 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:

Wendy L. Cornett, Esq.
Burr & Forman
420 North 20th Street, Suite 3100
Birmingham, Alabama 35203

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

Inst # 1996-39595
12/02/1996-39595
03:34 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MCD 19.00

Pre-paid Acct # _____
2. Name and Address of Debtor (Last Name First if a Person)

HSW Riverchase Associates, L.P.
28 Perimeter Center East, Suite 250
Atlanta, Georgia 30346

Social Security/Tax ID # _____
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)

FILED WITH:

Judge of Probate of Shelby County, Alabama

☐ Additional debtors on attached UCC-E

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

Metropolitan Life Insurance Company
One Madison Avenue
New York, New York 10010

4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)

Social Security/Tax ID # _____

☐ Additional secured parties on attached UCC-E

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

All that certain property listed on Exhibit B hereto and located on real estate 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.

HSW Riverchase Associates, L.P.

By: HSW Riverchase, Inc.

Its General Partner

Signature(s) of Debtor(s)

By:

John H. Portin

Signature(s) of Debtor(s)

Its Vice President

Type Name of Individual or Business

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)

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"

PROPERTY DESCRIPTION

Lot 1, according to the Map and Survey of Southwood Park Estates, Second Addition to Hoover, as recorded in Map Book 17, Page 90, in the Office of the Judge of Probate of Shelby County, Alabama.

EXHIBIT "B"

(A) All of Debtor's present and future estate, right, title and interest in and to that certain real property located in the County of Shelby and the State of Alabama as more particularly described in Exhibit "A" attached hereto and made a part hereof, together with all right, title, interest and estate of Debtor, in and to all easements, rights-of-way, gaps, strips and gores of land, streets, ways, alleys, sewers, sewer rights, waters, water courses, water rights, privileges, licenses, tenements, hereditaments and appurtenances whatsoever, in any way appertaining to said real property, whether now owned or hereafter acquired by Debtor, and the reversion(s), remainder(s), possession(s), claims and demands of Debtor in and to the same, and the rights of Debtor in and to the benefits of any conditions, covenants and restrictions now or hereafter affecting said real property (collectively, the "Land"), together with all estate, right, title and interest that Debtor now has or may hereafter acquire in:

(1) all things now or hereafter affixed to the Land, including all buildings, structures and improvements of every kind and description now or hereafter erected or placed thereon, any fixtures and any and all machinery, motors, elevators, boilers, equipment (including, without limitation, all equipment for the generation or distribution of air, water, heat, electricity, light, fuel or refrigeration or for ventilating or air conditioning purposes or for sanitary or drainage purposes or for the removal of dust, refuse or garbage), partitions, appliances, furniture, furnishings, building service equipment, building materials, supplies, ranges, refrigerators, cabinets, laundry equipment, hotel, kitchen and restaurant equipment, computers and software, radios, televisions, awnings, window shades, venetian blinds, drapes and drapery rods and brackets, screens, carpeting and other floor coverings, lobby furnishings, games and recreational and swimming pool equipment, incinerators and other property of every kind and description now or hereafter placed, attached, fixed or installed in such buildings, structures, or improvements and all replacements, repairs, additions, accessions or substitutions or proceeds thereto or therefor; all of such things whether now or hereafter placed thereon being hereby declared to be real property and hereinafter collectively referred to as the "Improvements";

(2) all income, rents, royalties, revenue, issues, profits, proceeds and other benefits from any and all of the Land and/or Improvements, subject, however, to the right, power and authority conferred upon Secured Party or reserved to Debtor to collect and apply such income, rents, royalties, revenue, issues, profits, proceeds and other benefits as provided for in the Mortgage and Security Agreement of even date herewith from Debtor to Secured Party (the "Mortgage") and the Assignment of Lessor's Interest in Leases of even date herewith from Debtor to Secured Party;

(3) all deposits made with respect to the Land and/or Improvements, including, but not limited to, any security given to utility companies by Debtor, and all advance payments of insurance premiums made by Debtor with respect thereto and all claims or demands relating to such deposits, other security and/or such insurance;

(4) all damages, royalties and revenue of every kind, nature and description whatsoever that Debtor may be entitled to receive, either before or after any event of default, from any person or entity owning or having or hereafter acquiring a right to the oil, gas or mineral rights and reservations of the Land, with the right in Secured Party to receive and apply the same to the secured indebtedness;

(5) all proceeds and claims arising on account of any damage to, or condemnation of, the Land and/or Improvements or any part thereof, and all causes of action and recoveries for any loss or diminution in the value of the Land and/or Improvements, subject to the rights granted to Debtor under the Mortgage;

(6) all licenses (including, but not limited to, any operating licenses or similar licenses), contracts, management contracts or agreements, guaranties, warranties, franchise agreements, permits, authorities or certificates required or relating to the ownership, use, operation or maintenance of the Land and/or Improvements; and

(7) all names under or by which the Land and/or Improvements may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all trademarks, trade names, patents pending and goodwill relating to the Land and/or Improvements.

All of the property described in paragraph (A) above is hereinafter collectively referred to as the "Real Property."

(B) Debtor's interest in any portion of the Real Property which may be construed to be personal property and in all other personal property of every kind and description, whether now existing or hereafter acquired, now or at any time hereafter attached to, erected upon, situated in or upon, forming a part of, appurtenant to, used or useful in the construction or operation of or in connection with, or arising from the use or enjoyment of all or any portion of, or from any lease or agreement, including, without limitation, Debtor's interest as lessee in all leases respecting the furniture in certain model apartments, pertaining to the Real Property, including:

(1) all water rights appurtenant to the Real Property together with all pumping plants, pipes, flumes and ditches, all rights to the use of water, all rights in ditches for irrigation, all water stock, shares of stock or other evidence of ownership of any part of the Real Property that is owned by Debtor in common with others and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Real Property;

(2) all plans and specifications prepared for construction of the Improvements and all studies, data and drawings related thereto; and all contracts and agreements of Debtor relating to the aforesaid plans and specifications or to the aforesaid studies, data and drawings, or to the construction of the Improvements;

(3) all equipment, machinery, fixtures, goods, accounts, general intangibles, documents, instruments and chattel paper;

(4) all substitutions and replacements of, and accessions and additions to, any of the foregoing;

(5) all sales agreements, deposit receipts, escrow agreements and other ancillary documents and agreements entered into with respect to the sale to any purchasers of any part of the Real Property, together with all deposits and other proceeds of the sale thereof; and

(6) all proceeds of any of the foregoing, including, without limitation, proceeds of any voluntary or involuntary disposition or claim respecting any of the foregoing (pursuant to judgment, condemnation award or otherwise) and all goods, documents, general intangibles, chattel paper and accounts, wherever located, acquired with cash proceeds of any of the foregoing or proceeds thereof.

All of the property described in paragraph (B) above is hereinafter collectively referred to as the "Personal Property."

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