

**Important: Read Instructions on Back Before Filling out Form.**

Inst # 1997-08207  
03/17/1997-08207  
03:08 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
0054 NEL 17.00

See Schedule I attached hereto and made a part hereof for a description of the property covered hereby, some of which may be or may become fixtures on the Real Estate described on Exhibit A attached hereto, of which the Debtor is the record owner.

5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:

Filed as additional security  
for mortgage recorded of even  
date on which tax was paid.

(1) FILING OFFICER COPY — ALPHABETICAL  
 (2) FILING OFFICER COPY — NUMERICAL  
 (3) FILING OFFICER COPY — ACKNOWLEDGEMENT  
 (4) FILE COPY — SECOND PARTY(S)  
 (5) FILE COPY DEBTOR(S)

**SCHEDULE I  
TO  
UCC-1**

[Birmingham Realty Company]

- A. The real estate described on Exhibit A attached hereto and made a part hereof (the "Real Estate") and all improvements, structures, buildings and fixtures now or hereafter situated thereon (the "Improvements").
- B. All permits, easements, licenses, rights-of-way, contracts, privileges, immunities, tenements and hereditaments now or hereafter pertaining to or affecting the Real Estate or the Improvements.
- C. (i) All leases, written or oral, and all agreements for use or occupancy of any portion of the Real Estate or the Improvements with respect to which the Debtor is the lessor, including but not limited to any existing leases (the "Existing Leases"), any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Real Estate or the Improvements (all such leases, subleases, agreements and tenancies heretofore mentioned, including but not limited to, the Existing Leases being hereinafter collectively referred to as the "Leases");
- (ii) any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;
- (iii) the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Debtor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Real Estate or any of the Improvements, or any part thereof, including, but not limited to, minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Real Estate or the Improvements, together with any and all rights and claims of any kind that the Debtor may have against any such

lessee under the Leases or against any subtenants or occupants of the Real Estate or any of the Improvements, all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents"; provided, however, so long as no Event of Default has occurred, the Debtor shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof); and

(iv) any award, dividend or other payment made hereafter to the Debtor in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent. The Debtor hereby appoints the Secured Party as the Debtor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend or other payment.

D. All building materials, equipment, fixtures, tools, apparatus and fittings of every kind or character now owned or hereafter acquired by the Debtor for the purpose of, or used or useful in connection with, the Improvements, wherever the same may be located, including, without limitation, all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows, hardware, nails, wires, wiring, engines, boilers, furnaces, tanks, motors, generators, switchboards, elevators, escalators, plumbing, plumbing fixtures, air-conditioning and heating equipment and appliances, electrical and gas equipment and appliances, stoves, refrigerators, dishwashers, hot water heaters, garbage disposers, trash compactors, other appliances, carpets, rugs, window treatments, lighting, fixtures, pipes, piping, decorative fixtures, and all other building materials, equipment and fixtures of every kind and character used or useful in connection with the Improvements.

E. Any and all other real or personal property of every kind and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred to the Secured Party, or in which the Secured Party is granted a security interest, as and for additional security hereunder by the Debtor, or by anyone on behalf of, or with the written consent of, the Debtor.



**EXHIBIT A  
TO  
UCC-1**

A parcel of land located in the NE 1/4 of the NW 1/4 and the NW 1/4 of the NE 1/4 of Section 26, Township 21 South, Range 1 and in the South 1/2 of Section 23, Township 21 South, Range 1 West, more particularly described as follows: Commence at the NE corner of the NW 1/4 of said Section 26; Thence in a northerly direction along the projection of the easterly line of said NW 1/4 of Section 26, a distance of 2.82 feet to a point on the westerly right of way line of Depot Street said point also being an old rebar corner which is also the SE corner of the Elliot Lot described in Deed Book 12, page 496; thence 137 degrees 14 minutes 28 seconds right in a southeasterly direction along said right of way line, a distance of 30.06 feet to the point of beginning; thence continue along last described course and said right of way line, a distance of 40.09 feet; thence 93 degrees 46 minutes 21 seconds right in a southwesterly direction a distance of 200.73 feet; thence 93 degrees 46 minutes 21 seconds left in a southeasterly direction a distance of 77.68 feet; thence 21 degrees 21 minutes 23 seconds left in a southeasterly direction, a distance of 171.49 feet to a point on the westerly right of way line of Alabama Highway No. 25; thence 90 degrees right in a southwesterly direction and along said right of way line, a distance of 571.64 feet to a 1" solid iron at the northeast corner of that parcel described in Volume 305, page 237; thence 59 degrees 03 minutes 43 seconds right in a westerly direction along the northerly line of said parcel, a distance of 289.44 feet to an open top iron; thence 0 degrees 11 minutes 30 seconds left in a westerly direction along the northerly line of a parcel described in Volume 228, page 49, a distance of 96.94 feet; thence 69 degrees 48 minutes 55 seconds right in a northwesterly direction, a distance of 412.28 feet; thence 51 degrees 18 minutes 52 seconds right in a northeasterly direction, a distance of 462.07 feet to a point on the southeasterly right of way line of Southern Railway; thence 30 degrees 06 minutes 20 seconds right in a northeasterly direction, a distance of 235.48 feet to a point on the west line of said Elliot Lot; thence 81 degrees 15 minutes 03 seconds right in a southeasterly direction along said west line of the Elliot Lot, and parallel with the westerly right of way line of Depot Street, a distance of 146.98 feet; thence 93 degrees 46 minutes 21 seconds right in a southwesterly direction, a distance of 10.02 feet; thence 93 degrees 46 minutes 21 seconds left, in a southeasterly direction, a distance of 130.06 feet; thence 86 degrees 13 minutes 39 seconds left in a northeasterly direction, a distance of 200.73 feet to the point of beginning, containing 10.79 acres, more or less, in Shelby County, Alabama.

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