

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

Important: Read Instructions on Back Before Filling out Form.

<input type="checkbox"/> 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: Arthur C. Brunson P. O. Box 830642 Birmingham, AL 35209 35283-0642		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office <div style="text-align: center; font-weight: bold; transform: rotate(-90deg); transform-origin: center;"> Inst # 1997-13754 </div> <div style="text-align: center; font-weight: bold; transform: rotate(-90deg); transform-origin: center;"> 05/02/1997-13754 .02:15 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 005 SMA 19.00 </div>
2. Name and Address of Debtor (Last Name First if a Person) Pebble Partners 2200 Wood Crest Place, Ste. 210 Birmingham, AL 35209		Judge of Probate of Shelby County
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		
3. SECURED PARTY (Last Name First if a Person) AmSouth Bank of Alabama P. O. Box 11007 Birmingham, AL 35288		4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)
Social Security/Tax ID # _____		
<input type="checkbox"/> Additional secured parties on attached UCC-E		
5. The Financing Statement Covers the Following Types (or items) of Property: See Schedule I attached hereto and made a part hereof, some of which may be or become fixtures on the real estate described on Exhibit A attached hereto, of which the Debtor is an owner of record. File as additional Security for Mortgage recorded of even date on which tax has been paid.		
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 \$ _____ Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ _____ 8. <input type="checkbox"/> 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 Debtor(s) <i>Michael Graham, Partner</i> Signature(s) of Debtor(s) Pebble Partners Type Name of Individual or Business		Signature(s) of Secured Party(ies) Signature(s) of Secured Party(ies) or Assignee Type Name of Individual or Business

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

0	0	0	
1	0	2	
3	0	0	
5	0	0	

Schedule I
to
UCC-1

(PEBBLE PARTNERS)

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 "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 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 subtenants or occupants of the Real Estate or any of the Improvements, all such monies, rights and claims in this paragraph described being hereinafter referred to as the "Rents"; 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.

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 purposes 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, hot water heaters, 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.

EXHIBIT A

PARCEL SG-1

A parcel of land situated in Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of the Southwest 1/4 of said Section 31; thence run in a Westerly direction along the North line of said 1/4 for a distance of 537.83 feet to the POINT OF BEGINNING; thence continue in the same direction as the last described course in a Westerly direction along said North line a distance of 173.94 feet to a point; thence turn an interior angle of $92^{\circ}34'40''$ and run to the right in a Northerly direction a distance of 105.16 feet to a point, said point being on the Southerly line of Cahaba Valley Park North Subdivision as recorded in Map Book 13, pages 140 A and B, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an interior angle of $87^{\circ}21'43''$ and run to the right in an Easterly direction along the Southerly line of said subdivision a distance of 986.71 feet to a point; thence turn an interior angle of $119^{\circ}45'59''$ and run to the right in a Southeasterly direction along the Southeasterly line of said subdivision a distance of 961.29 feet to a point; thence turn an interior angle of $91^{\circ}53'48''$ and run to the right in a Southwesterly direction a distance of 517.09 feet to a point, said point being on the Northeasterly right-of-way of Southgate Drive; thence turn an interior angle of $88^{\circ}06'12''$ and run to the right in a Northwesterly direction along the right-of-way of said Southgate Drive, 431.09 feet to a point, said point being at the beginning of a curve to the left; thence run along the arc of said curve, having a central angle of $79^{\circ}07'16''$ and a radius of 280.00 feet, in a Northwesterly to Westerly to Southwesterly direction, along said right-of-way, an arc distance of 386.66 feet to a point; thence continue along said right-of-way, tangent to last described curve, in a Southwesterly direction a distance of 214.40 feet to a point, said point being the beginning of a curve to the right; thence continue along the arc of said curve, having a central angle of $60^{\circ}31'55''$ and a radius of 35.00 feet, in a Southwesterly to Westerly to Northwesterly direction, along said right-of-way, an arc distance of 36.98 feet to a point; thence run tangent to last described curve in a Northwesterly direction and along the East side of Allen Road (a prescriptive right-of-way) a distance of 213.33 feet to a point; thence turn an interior angle of $77^{\circ}49'02''$ and run to the right in a Northeasterly direction a distance of 15.00 feet to a point; thence turn an interior angle of $195^{\circ}42'53''$ and run to the left in a Northeasterly direction a distance of 374.87 feet to a point; thence turn an interior angle of $268^{\circ}49'39''$ and run to the left in a Northwesterly direction a distance of 186.00 feet to the POINT OF BEGINNING, containing 19.07 acres, more or less.

EXHIBIT A

PARCEL SG-2

A parcel of land situated in Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of the Southwest 1/4 of said Section 31; thence run in a Westerly direction along the North line of said 1/4 for a distance of 711.77 feet to a point; thence turn an interior angle of $92^{\circ}34'40''$ and run to the right in a Northerly direction a distance of 105.16 feet to a point, said point being on the Southerly line of Cahaba Valley Park North Subdivision as recorded in Map Book 13, pages 140 A and B, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an interior angle of $87^{\circ}21'43''$ and run to the right in an Easterly direction along the Southerly line of said subdivision a distance of 986.71 feet to a point; thence turn an interior angle of $119^{\circ}45'59''$ and run to the right in a Southeasterly direction along the Southeasterly line of said subdivision a distance of 961.29 feet to a point; thence turn an interior angle of $91^{\circ}53'48''$ and run to the right in a Southwesterly direction a distance of 577.12 feet to the POINT OF BEGINNING, said point being on the Southwesterly right-of-way of Southgate Drive; thence turn a deflection angle to the left of $88^{\circ}06'12''$ and run to the left in a Southeasterly direction along the right-of-way of said Southgate Drive 168.58 feet to a point; thence turn an interior angle of $91^{\circ}53'48''$ and run to the right in a Southwesterly direction a distance of 406.08 feet to a point; thence turn an interior angle of $86^{\circ}27'28''$ and run to the right in a Northwesterly direction a distance of 584.59 feet to a point; thence turn an interior angle of $183^{\circ}14'59''$ and run to the left in a Northwesterly direction a distance of 201.40 feet to a point; thence turn an interior angle of $183^{\circ}06'00''$ and run to the left in a Northwesterly direction a distance of 42.63 feet to a point, said point being on the southerly Right-Of-Way of Southgate Drive, and said point being the beginning of a curve to the right; thence run along the arc of said curve, having a central angle of $105^{\circ}34'59''$ and a radius of 35.00 feet, in a Northwesterly to Northerly to Northeasterly direction, along said R-O-W, an arc distance of 64.50 feet to a point; thence run tangent to last described curve in a Northeasterly direction, along said R-O-W, a distance of 181.50 feet to a point, said point being the beginning of a curve to the right; thence run along the arc of said curve, having a central angle of $79^{\circ}07'16''$ and a radius of 220.00 feet, in a Northeasterly to Easterly to Southeasterly direction, along said R-O-W, an arc distance of 303.80 feet to a point; thence run tangent to last described curve in a Southeasterly direction, along said R-O-W, a distance of 433.08 feet to the POINT OF BEGINNING; containing 7.37 acres, more or less.

2 Inst # 1997-13754
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