

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: Claude McCain Moncus, Esquire CORLEY, MONCUS & WARD, P.C. Post Office Box 59807 Birmingham, Alabama 35259-0807 Pre-paid Acct. # _____		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office <div style="text-align: center; font-size: 2em; transform: rotate(-90deg);"> Inst # 1997-16855 </div> <div style="text-align: center; font-size: 1.5em; transform: rotate(-90deg);"> 05/30/1997-16855 03:24 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 005 MCD 20.00 </div>
2. Name and Address of Debtor (Last Name First if a Person) Parkway Lake, L.L.C. Post Office Box 360126 Birmingham, Alabama 35236 Attn: Mr. Gary C. Wyatt Social Security/Tax ID # _____		JUDGE OF PROBATE (Filed as Additional Security)
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) First Commercial Bank Post Office Box 11746 Birmingham, Alabama 35202-1746 Attn: Chris L. Haley 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 of the fixtures, equipment, furniture, furnishings and personal property of every nature, now owned or hereafter acquired by Debtor, all additions, replacements and proceeds thereof and all other property set forth in Schedule I attached hereto, located on the real property described in Exhibit "A" attached hereto.		
THIS FINANCING STATEMENT TO BE CROSS-INDEXED IN THE REAL ESTATE MORTGAGE RECORDS.		
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 Secured Party(ies) (Required only if filed without debtor's Signature — see Box 6)		
SEE ATTACHED SIGNATURE PAGE Signature(s) of Debtor(s) _____ Signature(s) of Debtor(s) _____ Type Name of Individual or Business _____		
FIRST COMMERCIAL BANK Signature(s) of Secured Party(ies) or Assignee By: Chris L. Haley Signature(s) of Secured Party(ies) or Assignee Its Assistant Vice-President Type Name of Individual or Business _____		

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

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3 0 0	---
3 0 2	---
5 0 0	---
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ATTACHED SIGNATURE PAGE

**PARKWAY LAKE, LLC., an
Alabama Limited Liability Company**

By: Gary C. Wyatt (SEAL)
Gary C. Wyatt
Its Member

By: Mark L. David (SEAL)
Mark L. David
Its Member

EXHIBIT "A"

LEGAL DESCRIPTION

The following is a description of a tract of land situated in the SW 1/4 of Section 19, Township 19 South, Range 2 West, and the NW 1/4 of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the NE corner of Section 30, Township 19 South, Range 2 West, and run in a Westerly direction along the North line of said Section a distance of 1245.86 feet; thence turn an angle to the left of 90° and run in a Southerly direction a distance of 431.26 feet to a point on the Southeasterly right-of-way line of Riverchase Parkway East, said point also being on the South property line of Wren Development Properties, Wren Park; thence turn an angle to the right of 111°16'33" and leaving said right-of-way line, run in a Westerly direction along said South property line a distance of 127.85 feet; thence turn an angle to the left of 27°54' and continue in a Westerly direction along said South property line a distance of 454.41 feet; thence turn an angle to the right of 20°43' and continue in a Westerly direction along said South property line a distance of 482.29 feet; thence turn an angle to the left of 25°31' and continue in a Westerly direction along said South property line a distance of 494.05 feet to the Southwest corner of said Wren Park property being the point of beginning; thence turn an angle to the right of 90° and run in a Northerly direction along the said West property line a distance of 437.81 feet to the Northwest corner of said Wren Park property; thence turn an angle to the left of 73°57' and run in a Westerly direction for a distance of 113.63 feet to a point of curve to the left, said curve having a central angle of 10°54'53" and being concave in a Southerly direction and having a radius of 755.03 feet; thence continue in a Westerly direction along the arc of said curve for a distance of 143.83 feet to the end of said curve; thence turn an angle to the left and run tangent to said curve, in a Westerly direction for a distance of 244.80 feet to a point of curve to the left, said curve having a central angle of 21°05'07" and a radius of 507.32 feet and being concave in a Southerly direction; thence continue in a Westerly direction along the arc of said curve for a distance of 186.70 feet to the end of said curve; thence turn an angle to the left and along a line tangent to end of said curve run in a Westerly direction for a distance of 350.66 feet to a point of curve to the right, said curve having a central angle of 34°23'36" and a radius of 360.34 feet and being concave in a Northerly direction; thence continue in a Westerly direction along the arc of said curve for a distance of 216.30 feet to a point of reverse curve, said curve having a central angle of 87°42'36" and a radius of 15.0 feet and being concave in a Southeasterly direction; thence run in a Southwesterly direction along the arc of said curve for a distance of 22.96 feet; thence tangent to end of said curve run in a Southerly direction for a distance of 85.30 feet to a point of curve to the right, said curve having a central angle of 19°57'33" and a radius of 295.77 feet and being concave in a Westerly direction; thence run in a Southwesterly direction along the arc of said curve for a distance of 103.03 feet; thence turn an angle to the left, from the chord of said curve of 57°25'57" and run in a Southeasterly direction a distance of 286.75 feet; thence turn an angle to the left of 90°00'00" and run in a Northeasterly direction a distance of 450.31 feet; thence turn an angle to the right of 54°38'40" and run in a Southeasterly direction a distance of 589.98 feet; thence turn an angle to the left of 47°25'30" and run in a Northeasterly direction 295.0 feet to the point of beginning.

SCHEDULE I

(a) All buildings and building materials, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Borrower 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, replacements and accessions 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 Land or not and whether in storage or otherwise wheresoever the same may be located;

(b) 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 owned or hereafter acquired by the Borrower, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Borrower of, in and to the same, including but not limited to:

(i) All leases, written or oral, and all agreements for use or occupancy of any portion of the Mortgaged Property, the Improvements or any of the Personal Property described below with respect to which the Borrower is the lessor, including 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 Mortgaged Property or the Improvements, all such leases, subleases, agreements and tenancies heretofore mentioned being hereinafter collectively referred to as the "Leases";

(ii) any and all guaranties of the lessees 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 Borrower 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 Mortgaged Property or any of the Improvements, or any part thereof, together with any and all rights and claims of any kind that the Borrower may have against any such lessee under the Leases or against any subtenants or occupants of the Mortgaged Property or any of the Improvements, all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents".

(iv) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Mortgaged Property or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the

Mortgaged Property or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Lender is hereby authorized on behalf and in the name of Borrower to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Lender may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' 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.

(c) All Construction Contracts (between the Contractors and Borrower providing for the construction of the Project, or any portion thereof), the Architect Contracts (between the Architects and the Borrower providing for the design of the Project, the preparation of the Plans and Specifications, the supervision and inspection of the construction of the Project and the provision of any other architectural services or projects related to the Project), the Plans and Specifications (all plans and specifications for the Project, or any portion thereof), and other Construction documents ((1) all contracts (including the Architect Contracts) with architects and engineers (including the Architects and the Engineers) responsible for the design of any of the Project, the preparation or evaluation of any of such plans and specifications or the supervision of the construction of any of the Project; (2) all contracts to which the Borrower is a party (including the Construction Contracts) providing for the construction of any of the Project or the furnishing of labor or materials in connection therewith or the furnishing or installation of any equipment or other personal property in connection therewith; (3) all contracts to which the Borrower is a party providing for the management of the construction of any of the Project; (4) all rights of the Borrower as a third party beneficiary under all contracts and subcontracts pertaining to the Project as to which the Borrower is not a party; (5) all payment and performance bonds relating to any of the Project; (6) all other contracts and agreements related to the design, management, construction, equipping and development of any of the Project; and (7) all contracts with public utilities, Governmental Authorities and other persons for the furnishing of roads or utilities to the Project and all deposits thereunder).

(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.

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SHELBY COUNTY JUDGE OF PROBATE
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