

# 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: <b>3</b>	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 E. Vann, Esquire Johnston & Conwell, L.L.C. 800 Shades Creek Parkway Suite 325 Birmingham, AL 35209  Pre-paid Acct. # _____		<div style="writing-mode: vertical-rl; transform: rotate(180deg);">             Inst # 1997-34305               10/22/1997-34305              11:57 AM CERTIFIED              SHELBY COUNTY JUDGE OF PROBATE              19.00              804 MCD           </div>
2. Name and Address of Debtor (Last Name First if a Person)  South Grande View Development Co., Inc. 5101 Cyrus Circle Suite 100 Birmingham, AL 35242  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)  Highland Bank 2211 Highland Avenue South Birmingham, AL 35209  Social Security/Tax ID # _____		4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)       
<input type="checkbox"/> Additional secured parties on attached UCC-E		
5. The Financing Statement Covers the Following Types (or Items) of Property:  All of the equipment, fixtures, contract rights, general intangibles and tangible personal property of every nature now owned or hereafter acquired by Debtors, all additions, replacements, and proceeds thereof and all other property set forth in SCHEDULE A attached hereto located on the real property described on EXHIBIT A attached hereto.		
ADDITIONAL SECURITY FOR MORTGAGE RECORDED AT INSTRUMENT NUMBER: <u>1997 / 34304</u>		
Check X if covered: <input checked="" 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) \$ _____
By: <u>CS</u> Signature(s) of Debtor(s) Its: <u>PRESIDENT</u> Signature(s) of Debtor(s) South Grande View Development Co., Inc. Type Name of Individual or Business		8. <input checked="" 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)  By: <u>Highland Bank</u> Signature(s) of Secured Party(ies) or Assignee Its: <u>Assistant Vice President</u> Signature(s) of Secured Party(ies) or Assignee Highland Bank Type Name of Individual or Business

## SCHEDULE A

All tangible personal property now or hereafter owned by Debtor and now or at any time hereafter located on or at the real estate described in Exhibit A attached hereto, or used in connection therewith, including, but not limited to: all goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarms systems, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor or outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including ice boxes, refrigerators, fans, heaters, stoves, water heaters and incinerators), inventory, rugs carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers and other lighting fixtures and office maintenance and other supplies; including, but not limited to, all refrigerators, ranges, dishwashers, disposals and hoods.

Together with all rents, issues, profits, royalties or other benefits derived from the real estate described in Exhibit A, and together with all leases or subleases covering any portion of the real estate described in Exhibit A, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature, and together with all additions and accessions thereto and replacements thereof; and together with all proceeds or sums payable in lieu of or as compensation for the loss or damage to any property covered hereby or the real property upon which said property covered hereby is or may be located; all rights in and to all pertinent present and future fire and/or hazard insurance policies; all fixtures; and together with all additions and accessions thereto and replacements thereof.

All fixtures, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and now or hereafter located in, on, or used or intended to be used in connection with or with the construction, operation, or use of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing; all building materials, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by the Debtor for the purpose of being used or useful in connection with the improvements located or to be located on the hereinabove described real estate, whether such materials, equipment, fixtures, and fittings are actually located on or adjacent to said real estate or not, and whether in storage or otherwise, wheresoever the same may be located. Personal property included within the property described in this Schedule A and with respect to which a security interest is granted in connection herewith shall specifically include, without limitation, all lumber and lumber products, bricks, building stones and building blocks, sand and cement, roofing material, paint, doors, windows, hardware, nails, wires and wiring, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, furniture, and in general all building materials and equipment of every kind and character used or useful in connection with said improvements.

All Debtor's rights in and to the contracts, agreements, and other documents relating to the construction of the improvements on the property described in Exhibit A, including without limitation, construction contracts, drawings and specifications, together with any additions, extensions, revisions, modifications, or guarantees of performance or obligations to Debtor under any of the above.



Part of Section 21, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the SW corner of the NW 1/4 of the SE 1/4 of said Section 21, run in an easterly direction along the south line of said 1/4-1/4 section for a distance of 1320.19 feet to an existing iron pin being the southeast corner of said 1/4-1/4 section; thence turn an angle to the left of 10 degrees 24 minutes 59 seconds and run in an easterly direction for a distance of 777.33 feet to a point on the southwest right-of-way line of Shelby County Highway No. 80 and said point being on a curve, said curve being concave in a northeasterly direction and having a deflection angle of 4 degrees 55 minutes 24-1/2 seconds and a radius of 613.13 feet; thence turn an angle to the left (105 degrees 53 minutes 28 seconds to the chord of said curve) and run in a northwesterly direction along the southwest right-of-way line of Shelby County Highway No. 80 and along the arc of said curve for a distance of 105.37 feet to the point of ending of said curve; thence run in a northwesterly direction along the southwest right-of-way line of said Shelby County Highway No. 80 and along a line tangent to the end of said curve for a distance of 487.60 feet to the point of beginning of a new curve, said new curve being concave in a southwesterly direction and having a central angle of 25 degrees 46 minutes 22 seconds and a radius of 1392.53 feet; thence turn an angle to the left and run in a northwesterly direction along the arc of said curve and along the southwest right-of-way line of said Shelby County Highway No. 80 for a distance of 626.39 feet; thence turn an angle to the left (106 degrees 25 minutes 46 seconds from the chord of last mentioned curve) and run in a southwesterly direction for a distance of 375.0 feet; thence turn an angle to the right of 89 degrees 44 minutes 33 seconds and run in a northwesterly direction for a distance of 380.0 feet; thence turn an angle to the right of 32 degrees 43 minutes 37 seconds and run in a northwesterly direction for a distance of 365.0 feet to a point on the south right-of-way line of Shelby County Highway No. 12, said right-of-way line being in a curve, said curve being concave in a northerly direction and having a central angle of 31 degrees 28 minutes 01 second and a radius of 1016.96 feet; thence turn an angle to the left (88 degrees 18 minutes 06 seconds to the chord of said curve) and run in a southwesterly and westerly direction along the arc of said curve for a distance of 558.52 feet and still being on the south right-of-way line of Shelby County Highway No. 12; thence run in a westerly direction along said south right-of-way line of said Shelby County Highway No. 12 and along a line tangent to the end of said curve for a distance of 365.55 feet to an existing iron pin; thence turn an angle to the left of 90 degrees 30 minutes 39 seconds and run in a southerly direction for a distance of 322.49 feet to an existing iron rebar; thence turn an angle to the left of 1 degree 37 minutes 50 seconds and run in a southerly direction for a distance of 396.05 feet to an existing iron rebar; thence turn an angle to the left of 22 degrees 27 minutes 10 seconds and run in a southeasterly direction for a distance of 64.12 feet to an existing iron rebar; thence turn an angle to the left of 47 degrees 05 minutes 45 seconds and run in a southeasterly direction for a distance of 36.85 feet to an existing iron rebar; thence turn an angle to the right of 37 degrees 07 minutes 48 seconds and run in a southeasterly direction for a distance of 22.56 feet to an existing iron rebar; thence turn an angle to the right of 62 degrees 51 minutes 35 seconds and run in a southwesterly direction for a distance of 104.86 feet to an existing iron rebar; thence turn an angle to the left of 24 degrees 18 minutes 29 seconds and run in a southerly direction for a distance of 438.34 feet, more or less, to the point of beginning.

## Parcel II

Part of Section 21, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

From the SW corner of the NW 1/4 of the SE 1/4 of said Section 21, run in an easterly direction along the south line of said 1/4-1/4 section for a distance of 1320.19 feet to an existing iron pin being the southeast corner of said 1/4-1/4 section; thence turn an angle to the left of 10 degrees 24 minutes 59 seconds and run in an easterly direction for a distance of 777.33 feet to a point on the southwest right-of-way line of Shelby County Highway No. 80 and said point being on a curve, said curve being concave in a northeasterly direction and having a deflection angle of 4 degrees 55 minutes 24-1/2 seconds and a radius of 613.13 feet; thence turn an angle to the left (105 degrees 53 minutes 28 seconds to the chord of said curve) and run in a northwesterly direction along the southwest right-of-way line of Shelby County Highway No. 80 and along the arc of said curve for a distance of 105.37 feet to the point of ending of said curve; thence run in a northwesterly direction along the southwest right-of-way line of said Shelby County Highway No. 80 and along a line tangent to the end of said curve for a distance of 487.60 feet to the point of beginning of a new curve, said new curve being concave in a southwesterly direction and having a central angle of 25 degrees 46 minutes 22 seconds and a radius of 1392.53 feet; thence turn an angle to the left and run in a northwesterly direction along the arc of said curve and along the southwest right-of-way line of said Shelby County Highway No. 80 for a distance of 626.39 feet to the point of beginning; thence turn an angle to the left (106 degrees 25 minutes 46 seconds from the chord of last mentioned curve) and run in a southwesterly direction for a distance of 375.0 feet; thence turn an angle to the right of 89 degrees 44 minutes 33 seconds and run in a northwesterly direction for a distance of 380.0 feet; thence turn an angle to the right of 32 degrees 43 minutes 47 seconds and run in a northwesterly direction for a distance of 365.0 feet to a point on the south right-of-way line of Shelby County Highway No. 12, said right-of-way line being in a curve and said curve being concave in a northwesterly direction and having a deflection angle of 3 degrees 22 minutes 56-1/2 seconds and a radius of 1016.96 feet; thence turn an angle to the right (72 degrees 34 minutes 57 seconds to the chord of said curve) and run in a northeasterly direction along the arc of said curve for a distance of 120.07 feet; thence turn an angle to the right (33 degrees 04 minutes 38 seconds from last mentioned chord line) and run in an easterly direction for a distance of 103.12 feet to a point on the southwest right-of-way line of Shelby County Highway No. 80; thence turn an angle to the right of 42 degrees 01 minute 14 seconds and run in a southeasterly direction for a distance of 497.56 feet to a point of curve, said new curve being concave in a southwesterly direction and having a deflection angle of 1 degree 41 minutes 49 seconds and a radius of 1392.53 feet; thence turn an angle to the right and run in a southeasterly direction along the southwest right-of-way line of Shelby County Highway No. 80 for a distance of 82.48 feet, more or less, to the point of beginning.

10/22/1997-34305  
11:57 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 HCD 19.00

Inst # 1997-34305