

☐ The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).

No. of Additional Sheets Presented: 4

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Return copy or recorded original to:

Damon P. Denney, Esq
Burr & Forman LLP
420 North 20th Street, Suite 3100
Birmingham, Alabama 35203

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

Pre-paid Acct #

2. Name and Address of Debtor

(Last Name First if a Person)

Meadow Brook South 2700, L.L.C.
3595 Grandview Parkway
Suite 400
Birmingham AL 35243-1930

Social Security/Tax ID #

2A. Name and Address of Debtor

(IF ANY)

(Last Name First if a Person)

Social Security/Tax ID #

☐ Additional debtors on attached UCC-E

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

SouthTrust Bank, National Association
P.O. Box 2554
Birmingham Al 35290

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

FILED WITH:

Probate Court of Shelby County, Alabama

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:

The Property covered by this Financing Statement is more particularly described on Exhibit B attached hereto and incorporated herein by reference. The "Land" referred to on Exhibit B is more particularly described on Exhibit A attached hereto and incorporated herein by reference.

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.

See Schedule I attached hereto

7. Complete only when filing with the Judge of Probate:

The initial indebtedness secured by this financing statement is \$ pd. on mtg.

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ 0.00

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 Debtor(s)

Signature(s) of Debtor(s)

Type Name of Individual or Business

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

**SCHEDULE I TO
UCC-1 FINANCING STATEMENT FROM
MEADOW BROOK SOUTH 2700, L.L.C. (DEBTOR)
TO SOUTHTRUST BANK, NATIONAL ASSOCIATION (SECURED PARTY)**

**MEADOW BROOK SOUTH 2700, L.L.C.,
a Delaware limited liability company**

By: Daniel Realty Company,
an Alabama general partnership
Its Operating Member

By: Daniel Equity Partners Limited Partnership,
a Virginia limited partnership
Its Managing General Partner

By: Daniel Equity Corporation I,
a Virginia corporation
Its General Partner

By: 
Jack R. Peterson
Its Vice President

EXHIBIT A

LEGAL DESCRIPTION

Lot 11H, Meadow Brook Corporate Park South, Phase II, Resurvey No. 4 as recorded in Map Book 24, Page 42 in the office of the Judge of Probate of Shelby County, Alabama, being more particularly described as follows:

Begin at the Easternmost corner of Lot 11H, Meadow Brook Corporate Park South, Phase II, Resurvey No. 4 as recorded in Map 24, Page 42 in the office of the Judge of Probate of Shelby County, Alabama and run North $66^{\circ}41'47''$ West along the Southwesterly right-of-way line of Corporate Drive a distance of 431.58 feet to the P.C. (point of curve) of a curve to the left have a radius of 211.67 feet and a central angle $8^{\circ}20'18''$ and chord bearing of North $70^{\circ}51'56''$ West; thence in a Northwesterly direction along the arc of said curve and along the Southwesterly right-of-way line of Corporate Drive a distance of 30.80 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve and along the Southwesterly right-of-way line of Corporate Drive, North $75^{\circ}02'05''$ West a distance of 353.72 feet to a point; thence South $0^{\circ}25'10''$ East a distance of 97.46 feet to a point; thence South $15^{\circ}00'40''$ West a distance of 43.23 feet to a point; thence South $0^{\circ}25'10''$ East a distance of 460.67 feet to a point; thence South $22^{\circ}45'40''$ East a distance of 235.47 feet to a point; thence North $90^{\circ}00'$ East a distance of 222.93 feet to a point on the Northwesterly right-of-way line of Alabama Highway No. 119; thence North $46^{\circ}13'30''$ East along the Northwesterly right-of-way line of said Alabama Highway No. 119 a distance of 188.26 feet to the P.C. (point of curve) of a curve to the left having a radius of 1847.32 feet and a central angle of $16^{\circ}22'53''$ and a chord bearing of North $38^{\circ}02'04''$ East; thence along the arc of said curve in a Northeasterly direction along the Northwesterly right-of-way line of Alabama Highway No. 119 a distance of 528.17 feet to the POINT OF BEGINNING.

EXHIBIT B
UCC-1 FINANCING STATEMENT FROM
MEADOW BROOK SOUTH 2700, L.L.C. (DEBTOR)
TO SOUTHTRUST BANK, NATIONAL ASSOCIATION (SECURED PARTY)

All of the Debtor's right, title and interest in and to the following described collateral, whether now or hereafter existing or now owned or hereafter acquired or accrued (collectively referred to herein as the "Collateral"):

(a) That certain tract or parcel of land located in Shelby County, Alabama, as more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Land"); and

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land (the "Improvements"), and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said Improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Improvements, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Improvements as between the parties hereto and all persons claiming by, through or under them; and

(c) All building materials, equipment, fixtures, fittings, and personal property 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 Land, whether such materials, equipment, fixtures, fittings, and personal property are actually located on or adjacent to said Land or not, and whether in storage or otherwise, wheresoever the same may be located, including, but 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 ornamental and decorative fixtures, furniture, ranges, refrigerators, dishwashers, disposals, washers, dryers, and in general all building materials and equipment of every kind and character used or useful in connection with said Improvements; and

(d) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders

whatsoever, in any way belonging, relating or appertaining to the Land or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor; and

(e) All rents, issues, profits and revenues of the Land from time to time accruing, including, without limitation, all sums due under any leases or tenancies, together with all proceeds of insurance, condemnation payments, security deposits and escrow funds, and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same, reserving only the right to Debtor to collect the same; and

(f) All licenses, permits, general intangibles, accounts, trade names, trademarks, contract rights and other intangible property, now owned or hereafter acquired, relating to the foregoing real property or the business now or hereafter conducted thereat, it being agreed that the same may not be transferred to other real estate without the Secured Party's prior written consent.

(g) Proceeds and products of all of the foregoing real and personal property.

Inst. # 1998-50933

12/22/1998-50933
09:16 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 CRH 19.00