

☐ 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:

Gail Livingston Mills, Esq.
Burr & Forman LLP
P. O. Box 830719
Birmingham, AL 35283-0719

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 2600, L.L.C.
c/o Daniel Realty Company
3595 Grandview Parkway
Birmingham, AL 35243

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

FILED WITH:

Judge of Probate of Shelby County

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

Regions Bank
417 North 20th Street, 2nd Floor
Attn: Commercial Real Estate Dept.
Birmingham, AL 35203

4. ASSIGNEE OF SECURED PARTY

(IF ANY)

(Last Name First if a Person)

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

5. The Financing Statement Covers the Following Types (or Items) of Property:

The Collateral is more particularly described on Exhibit B attached hereto and made a part hereof. The real estate referred to in Exhibit B is more particularly described on Exhibit A attached hereto and made a part hereof.

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.

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)

SEE SCHEDULE I ATTACHED HERETO

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

Signature(s) of Secured Party(ies) or Assignee

Signature(s) of Secured Party(ies) or Assignee

Type Name of Individual or Business

(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

SIGNATURE OF DEBTOR:

MEADOW BROOK SOUTH 2600 L.L.C.,
an Alabama limited liability company

BY: DANIEL REALTY COMPANY
an Alabama general partnership
Its Sole 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 Senior Vice President

EXHIBIT A
TO UCC-1 FINANCING STATEMENT
FROM MEADOW BROOK SOUTH 2600, L.L.C., AS DEBTOR
TO REGIONS BANK, AS SECURED PARTY

Legal Description

Lot 11-G, Meadow Brook Corporate Park South, Phase II, Resurvey No. 8, as recorded in Map Book 25 page 91 A & B in the Office of the Judge of Probate of Shelby County, Alabama; being more particularly described as follows:

Begin at the Southeasterly corner of Lot 11-G, Meadow Brook Corporate Park South, Phase II, Resurvey No. 8 as recorded in Map Book 25 page 91 A & B in the Office of the Judge of Probate of Shelby County, Alabama and run North 90 deg. 00 min. West (assumed) a distance of 603.04 feet to the Southwesterly corner of Lot 11-G; thence North 0 deg. 00 min. East a distance of 603.74 feet to a point on the Southeasterly right of way line of Resource Drive; thence North 64 deg. 16 min. 06 sec. East along the Southeasterly right of way line of Resource Drive a distance of 223.21 feet to the P. C. (point of curve) of a curve to the left having a radius of 460.00 feet, a central angle of 28 deg. 27 min. 36. and a chord bearing of North 50 deg. 02 min. 18 sec. East; thence along the arc of said curve and the Southeasterly right of way line of Resource Drive a distance of 228.49 feet to the P. R. C. (point of reverse curve) of a curve to the right having a radius of 25.00 feet, a central angle of 79 deg. 47 min. 55 sec. and a chord bearing of North 75 deg. 42 min. 28 sec. East; thence along the arc of said curve and the Southeasterly right of way line of Resource Drive a distance of 34.82 feet to a point on the Southwesterly right of way line of Corporate Drive, said point being the P. R. C. (point of reverse curve) of a curve to the left having a radius of 362.21 feet, a central angle of 10 deg. 38 min. 30 sec. and a chord bearing of South 69 deg. 42 min. 50 sec. East; thence along the arc of said curve and the Southwesterly right of way line of Corporate Drive a distance of 67.27 feet to the P. T. (point of tangent) of said curve; thence South 75 deg. 02 min. 05 sec. East tangent to said curve along the Southwesterly right of way line of Corporate Drive a distance of 52.34 feet to a point; thence South 0 deg. 25 min. 10 sec. East a distance of 97.46 feet to a point; thence South 15 deg. 00 min. 40 sec. West a distance of 43.23 feet to a point; thence South 0 deg. 25 min. 10 sec. East a distance of 460.67 feet to a point; thence South 22 deg. 45 min. 40 sec. East a distance of 235.47 feet to the point of beginning; being situated in Shelby County, Alabama.

EXHIBIT B
TO UCC-1 FINANCING STATEMENT
FROM MEADOW BROOK SOUTH 2600, L.L.C., AS DEBTOR
TO REGIONS BANK, AS SECURED PARTY

This financing statement covers the following Collateral:

(a) All those certain tracts or parcels 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, 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 buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles 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 Collateral, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing (collectively the "**Improvements**"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Collateral as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness described and to be secured by that certain Mortgage by Debtor in favor of Secured Party of even date herewith; provided, however, that with respect to any items of equipment and personal property which are leased and not owned, the Collateral shall include the Debtor's leasehold interest only, together with any option to purchase any of said items and any additional or greater rights with respect to such items hereafter acquired; 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 Collateral, whether such materials, equipment, fixtures, fittings, and personal property are actually located on or adjacent to said Collateral 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 Collateral 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 (the "**Appurtenant Rights**"); and

(e) All rents, issues, profits and revenues of the Collateral 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 so long as an Event of Default (as defined in the Mortgage) has not occurred hereunder or such collection is not otherwise restricted by the Mortgage; 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; and

(g) All of Debtor's right, title and interest in and to guaranteed sewage treatment capacity for the Improvements, as assignee of that certain Agreement dated September 28, 1988 between D&D Water Renovators, Inc., an Alabama corporation ("D&D"), and Shelby County, Alabama, as affected by Assignment dated as of September 29, 1988 among D&D, Daniel Realty Corporation, and DanTract, Inc., and by Amendment to Agreement dated May 1, 1994, and by Partial Assignment of Sewer Rights dated December 29, 2000 from Daniel Realty Corporation in favor of Borrower, or otherwise, and all rights to utility services servicing the Improvements; and

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

Inst # 2001-00014

01/03/2001-00014
08:33 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 CJ1 19.00