

20030924000641860 Pg 1/6 36.00
Shelby Cnty Judge of Probate, AL
09/24/2003 07:58:00 FILED/CERTIFIED

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

Brandon G. Bordeaux, Esq. (919) 828-0564

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Brandon G. Bordeaux, Esq.
Parker, Poe, Adams & Bernstein, LLP
P.O. Box 389
Raleigh, NC 27602-0389

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

Keystone Plaza, LLC, an Alabama limited liability company

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

951 18th Street South

CITY

Birmingham

STATE

AL

POSTAL CODE

35205

COUNTRY

USA

1d. TAX ID #: SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION
limited liability co.

1f. JURISDICTION OF ORGANIZATION

Alabama

1g. ORGANIZATIONAL ID #, if any

☒ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. TAX ID #: SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

OR

LaSalle Bank National Association, as trustee (name continued in Item 10)

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

c/o Wachovia Securities

CITY

Charlotte

STATE

NC

POSTAL CODE

28262-1075

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

See Exhibits A and B attached hereto and incorporated herein by reference.

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

FI184/8032 File with Shelby County, Alabama

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

Keystone UCC1 County.max

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT			
OR	9a. ORGANIZATION'S NAME		
	Keystone Plaza, LLC, an Alabama limited liability company		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:
(continuation of the Secured Party Name) for the registered holders of LB-UBS Commerical Mortgage Trust 2002-C1, Commercial Mortgage Pass-Through Certificates, Series 2002-C1

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> name (11a or 11b) - do not abbreviate or combine names				
OR	11a. ORGANIZATION'S NAME			
	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
11d. TAX ID #:	SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION 11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

12.	<input type="checkbox"/> ADDITIONAL SECURED PARTY'S <u>or</u> <input type="checkbox"/> ASSIGNOR S/P'S NAME - insert only <u>one</u> name (12a or 12b)			
OR	12a. ORGANIZATION'S NAME			
	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY

13. This FINANCING STATEMENT covers <input type="checkbox"/> timber to be cut or <input type="checkbox"/> as-extracted collateral, or is filed as a <input checked="" type="checkbox"/> fixture filing.
14. Description of real estate:

See Exhibit A attached hereto and incorporated herein by reference.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):
Debtor is the Record Owner.

16. Additional collateral description:
See Exhibit B attached hereto and incorporated herein by reference.
17. Check <u>only</u> if applicable and check <u>only</u> one box. Debtor is a <input type="checkbox"/> Trust or <input type="checkbox"/> Trustee acting with respect to property held in trust or <input type="checkbox"/> Decedent's Estate
18. Check <u>only</u> if applicable and check <u>only</u> one box. <input type="checkbox"/> Debtor is a TRANSMITTING UTILITY <input type="checkbox"/> Filed in connection with a Manufactured-Home Transaction — effective 30 years <input type="checkbox"/> Filed in connection with a Public-Finance Transaction — effective 30 years

EXHIBIT "A"

Lot 1A, according to the Resurvey of Lot 1 of The State Teacher's Retirement System of Ohio, as recorded in Map Book 28, page 138, in the Probate Office of Shelby County, Alabama.

Together with those certain beneficial easements contained in the Contract dated 1/12/81 in Book 39, page 573, and First Amendment to Contract dated 2/4/83 in Book 49, page 39, and the First Amendment to Contract dated 5/28/97 in Instrument No. 1997-23314, and the Second Amendment to Contract dated December 31, 2001 and recorded in Instrument No. 2002-01271, in the Probate Office of Shelby County, Alabama.

Also, together with those certain beneficial easements contained in the Ingress/Egress, Parking and Drainage Easement Agreement dated May 28, 1997 and filed for record July 25, 1997, and recorded in Instrument No. 1997-23315, in the Probate Office of Shelby County, Alabama.

Also, together with those certain beneficial easements contained in the Declaration of Easements, Covenants, Conditions and Restrictions dated January 2, 2002, and recorded in Instrument No. 2002-01273, in the Probate Office of Shelby County, Alabama.

EXHIBIT B TO UCC-1

All right, title and interest of Debtor in and to:

a. all structures, buildings and improvements of every kind and description (the “**Improvements**”) now or at any time hereafter located or placed on the premises described in Exhibit A annexed hereto and made a part hereof (the “**Premises**”);

b. all furniture, furnishings, fixtures, goods, equipment, inventory or personal property owned by Debtor and now or hereafter located on, attached to or used in and about the Improvements, including, but not limited to, all machines, engines, boilers, dynamos, elevators, stokers, tanks, cabinets, awnings, screens, shades, blinds, carpets, draperies, lawn mowers, and all appliances, plumbing, heating, air conditioning, lighting, ventilating, refrigerating, disposal and incinerating equipment, and all fixtures and appurtenances thereto, and such other goods and chattels and personal property owned by Debtor as are now or hereafter used or furnished in operating the Improvements, or the activities conducted therein, and all building materials and equipment hereafter situated on or about the Premises or Improvements, and all warranties and guaranties relating thereto, and all additions thereto and substitutions and replacements therefor (exclusive of any of the foregoing owned or leased by tenants of space in the Improvements);

c. all easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, and other emblements now or hereafter located on the Premises or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to the Premises 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;

d. all water, ditches, wells, reservoirs and drains and all water, ditch, well, reservoir and drainage rights which are appurtenant to, located on, under or above or used in connection with the Premises or the Improvements, or any part thereof, whether now existing or hereafter created or acquired;

e. all minerals, crops, timber, trees, shrubs, flowers and landscaping features now or hereafter located on, under or above the Premises;

f. all cash funds, deposit accounts and other rights and evidence of rights to cash, now or hereafter created or held by the Secured Party pursuant to the Mortgage (as hereinafter defined) or any other of the Loan Documents (as defined in the Mortgage), including, without limitation, all funds now or hereafter on deposit in any reserve accounts being held pursuant to the Loan Documents;

g. all leases, licenses, concessions and occupancy agreements of the Premises or the Improvements, whether written or oral, now or hereafter entered into and all rents, royalties, issues, profits, bonus money, revenue, income, rights and other benefits (collectively, the “**Rents and Profits**”) of the Premises or the Improvements, now or hereafter arising from the use or enjoyment of all or any portion thereof or from any present or future lease (including, without limitation, oil, gas and mineral leases), license, concession, occupancy agreement or other agreement pertaining thereto or arising from any of the Contracts (as hereinafter defined) or any

of the General Intangibles (as hereinafter defined) and all cash or securities deposited to secure performance by the tenants, lessees or licensees, as applicable, of their obligations under any such leases, licenses, concessions or occupancy agreements, whether said cash or securities are to be held until the expiration of the terms of said leases, licenses, concessions or occupancy agreements or applied to one or more of the installments of rent coming due prior to the expiration of said terms, subject, however, to the provisions contained in the Mortgage;

h. all contracts and agreements now or hereafter entered into covering any part of the Premises or the Improvements (collectively, the “**Contracts**”) and all revenue, income and other benefits thereof, including, without limitation, management agreements, service contracts, maintenance contracts, equipment leases, personal property leases and any contracts or documents relating to construction on any part of the Premises or the Improvements (including plans, drawings, surveys, tests, reports, bonds and governmental approvals) or to the management or operation of any part of the Premises or the Improvements;

i. all present and future monetary deposits given to any public or private utility with respect to utility services furnished to any part of the Premises or the Improvements;

j. all present and future funds, accounts, instruments, accounts receivable, documents, causes of action, claims, general intangibles (including, without limitation, trademarks, trade names, service marks and symbols now or hereafter used in connection with any part of the Premises or the Improvements, all names by which the Premises or the Improvements may be operated or known, all rights to carry on business under such names, and all rights, interest and privileges which Debtor has or may have as developer or declarant under any covenants, restrictions or declarations now or hereafter relating to the Premises or the Improvements) and all notes or chattel paper now or hereafter arising from or by virtue of any transactions related to the Premises or the Improvements (collectively, the “**General Intangibles**”);

k. all water taps, sewer taps, certificates of occupancy, permits, licenses, franchises, certificates, consents, approvals and other rights and privileges now or hereafter obtained in connection with the Premises or the Improvements and all present and future warranties and guaranties relating to the Improvements or to any equipment, fixtures, furniture, furnishings, personal property or components of any of the foregoing now or hereafter located or installed on the Premises or the Improvements;

l. all building materials, supplies and equipment now or hereafter placed on the Premises or in the Improvements and all architectural renderings, models, drawings, plans, specifications, studies and data now or hereafter relating to the Premises or the Improvements;

m. all right, title and interest of Debtor in any insurance policies or binders now or hereafter relating to the Premises, including any unearned premiums thereon;

n. all proceeds, products, substitutions and accessions (including claims and demands therefor) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards;

- o. all proceeds of each of the foregoing; and
- p. all other or greater rights and interests of every nature in the Premises or the Improvements and in the possession or use thereof and income therefrom, whether now owned or hereafter acquired by Debtor.

All of the foregoing items (a) through (p), together with all of the right, title and interest of Debtor therein, are collectively referred to as the “*Collateral*”.

This UCC-1 Financing Statement is filed in connection with that certain Mortgage and Security Agreement (the “*Mortgage*”) covering the fee estate of Debtor in the Premises and duly recorded in Instrument No. 2002-01275, in the Real Estate Records of Shelby County, Alabama (the “*Registry*”), as modified by that certain Loan Assumption and Modification Agreement dated September 24th, 2003, to be recorded in the Registry.