

UCC FINANCING STATEMENT

FOLLOW INSTRUCT	IONS (front and back) CAREFULLY	
A. NAME & PHONE C	F CONTACT AT FILER [optional]	
ChoicePoint	1 (770)369-86	77
B. SEND ACKNOWLE	DGMENT TO: (Name and Address)	,
	1-800-285-3984 ext. 4009 Sebastian Przybyslawski ChoicePoint Business Information Group 2885 Breckinridge Blvd., Suite 200 Duluth, GA 30096	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

MIDDLE NAME		SUFFIX
STATE	POSTAL CODE 92354	COUNTRY
•	•	NONE
names		
MIDDLE NAME		SUFFIX
STATE	POSTAL CODE	COUNTRY
2g. ORG	ANIZATIONAL ID #, if any	NONE
or Ba	nk of America	ı, N.A.
MIDDLE NAME		SUFFIX
STATE	POSTAL CODE 48501	COUNTRY
	STATE CA 1g. ORG DLL names MIDDLE 2g. ORG MIDDLE STATE	STATE POSTAL CODE CA 92354 1g. ORGANIZATIONAL ID #, if any DLL 497-242 names MIDDLE NAME STATE POSTAL CODE 2g. ORGANIZATIONAL ID #, if any MIDDLE NAME STATE POSTAL CODE MIDDLE NAME STATE POSTAL CODE

4. This FINANCING STATEMENT covers the following collateral: See Rider and Exhibit A attached hereto and made a part hereof.

Mortgage recorded:

10/29/07

Document:

20071029000498470

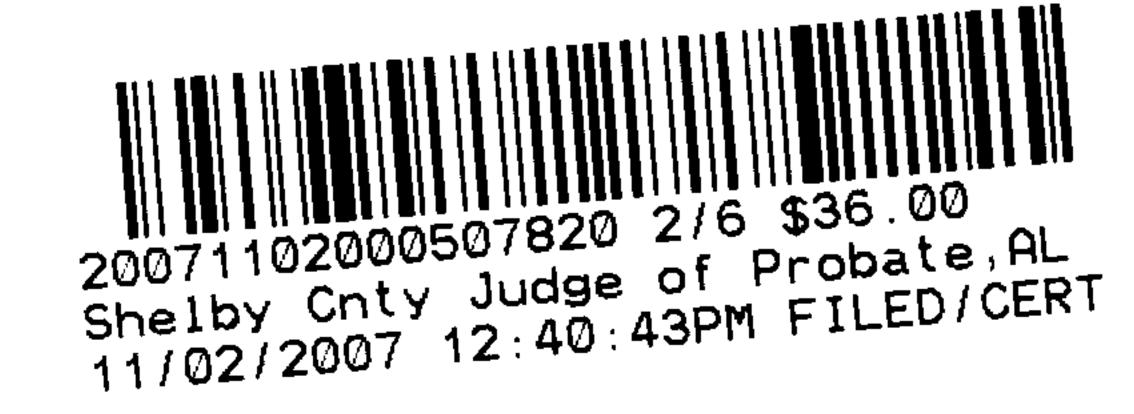
Amount:

\$3,750,000

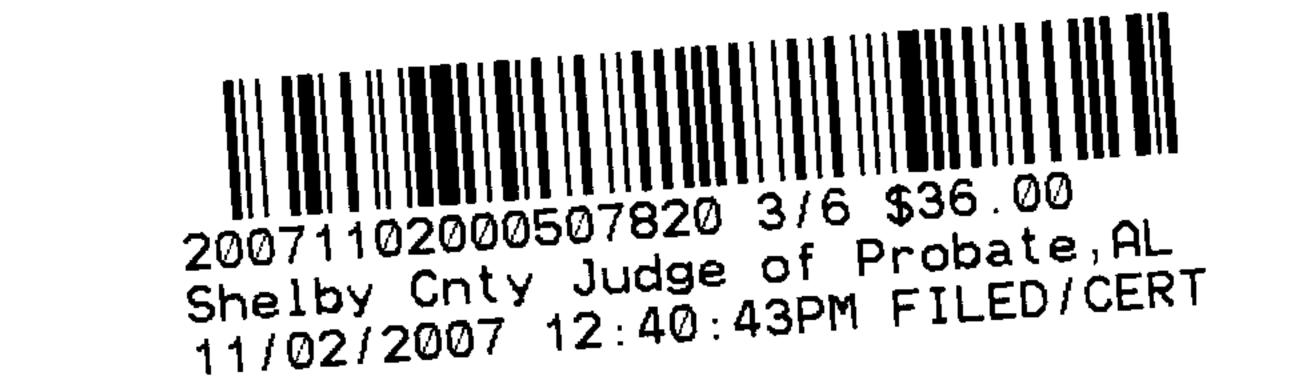
Tax paid was \$5,625.00

5. ALTERNATIVE DESIGNATION [if applicable]:	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-U	CC FILING
6. X This FINANCING STATEMENT is to be filed ESTATE RECORDS. Attach Addendum	[for record] (or recorded)	n the REAL 7. Check to RE [if applicable] [ADDITIONA	QUEST SEARCH REPO	RT(S) on Debtor(s) [optional]	All Debtors	Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA							

River Place Office/MERS MIN. 8000101-000006975-6



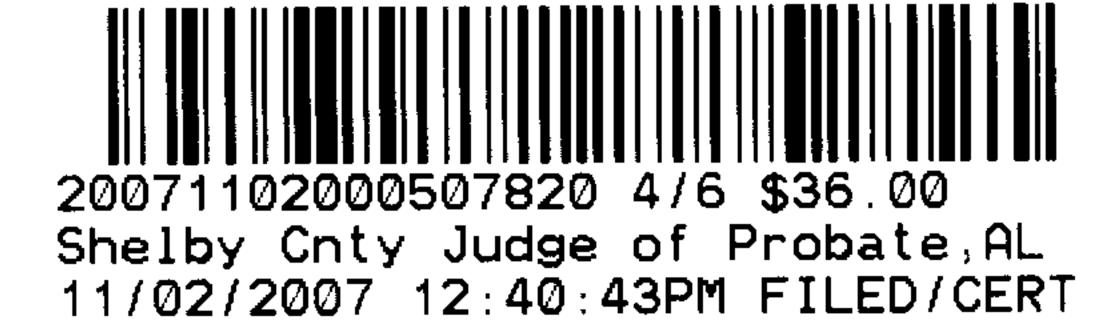
JCC FINANCING STA)UM					
9. NAME OF FIRST DEBTOR (1		NG STATEM	ENT				
9a. ORGANIZATION'S NAME RIVER PLACE ASSO	CIATES LLC						
9b. INDIVIDUAL'S LAST NAME	FIRST NAME		MIDDLE NAME, SUFFIX				
IO.MISCELLANEOUS:							
11. ADDITIONAL DEBTOR'S EX	ACT FULL LEGAL NAME - insert	only <u>one</u> name	(11a or 11b) - do not abbrev			S FOR FILING OFF	ICE USE ONLY
11a. ORGANIZATION'S NAME							
OR 11b. INDIVIDUAL'S LAST NAME		FIR	FIRST NAME		MIDDLE NAME		SUFFIX
11c. MAILING ADDRESS		СІТ	Y		STATE	POSTAL CODE	COUNTRY
· 	INFO RE 11e. TYPE OF ORGANIZATION OR	ATION 11f.	JURISDICTION OF ORGA	NIZATION	11g. OR(SANIZATIONAL ID #, if	any Nor
2. ADDITIONAL SECURED 12a. ORGANIZATION'S NAME	PARTY'S or ASSIGNO	R S/P'S NA	ME - insert only <u>one</u> name	(12a or 12b)			
DR 12b. INDIVIDUAL'S LAST NAME	12b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE NAME		SUFFIX
2c. MAILING ADDRESS		CIT	Υ		STATE	POSTAL CODE	COUNTRY
collateral, or is filed as a fixtual fixed	re filing.		Additional collateral descr	ption:			
I5. Name and address of a RECORD (if Debtor does not have a record in	OWNER of above-described real estat	e					
		Del 18.	Check only if applicable are btor is a Trust or Check only if applicable are	rustee acting with rend check <u>only</u> one bo	espect to p	roperty held in trust or	Decedent's Esta
			Debtor is a TRANSMITTIN Filed in connection with a Filed in connection with a	Manufactured-Home			



RIDER TO UCC-1 FINANCING STATEMENT

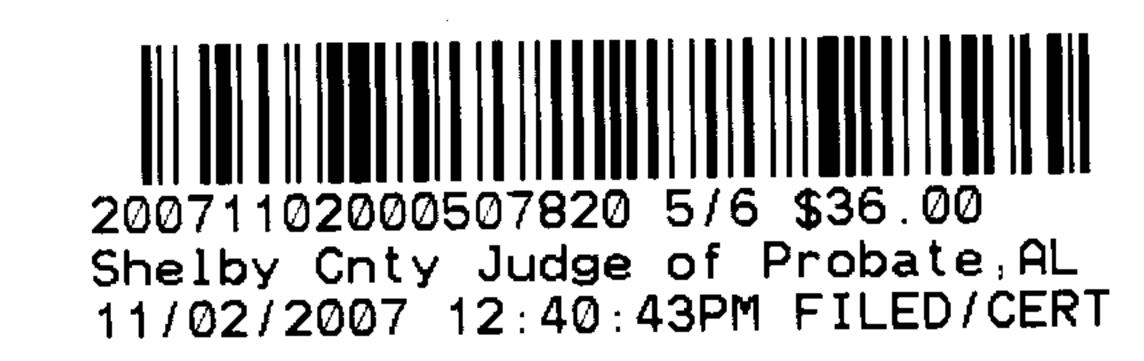
All of the following property, rights, interests and estates now owned, or hereafter acquired by Debtor (collectively, the "Property"):

- (a) <u>Land</u>. The real property described in Exhibit A attached hereto and made a part hereof (the "Land");
- (b) <u>Additional Land</u>. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein;
- (c) <u>Improvements</u>. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "Improvements");
- Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversions and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, rights of dower, rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;
- (e) Fixtures and Personal Property. All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), furniture, software used in or to operate any of the foregoing and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the "Personal Property"), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "Uniform Commercial Code"), and all proceeds and products of the above;
- (f) <u>Leases and Rents</u>. All leases, subleases, subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under any creditors rights laws (collectively,



the "Leases") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or its agents or employees from any and all sources arising from or attributable to the Property, including, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Debtor or the property manager for the Property and proceeds, if any, from business interruption or other loss of income insurance whether paid or accruing before or after the filing by or against Debtor of any petition for relief under any creditors rights laws (collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the indebtedness secured hereby;

- (g) <u>Insurance Proceeds</u>. All insurance proceeds in respect of the Property under any policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;
- (h) <u>Condemnation Awards</u>. All awards, including interest thereon, which may heretofore and hereafter be made with respect to the Property by reason of condemnation or eminent domain, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;
- (i) <u>Tax Certiorari</u>. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;
- (j) <u>Rights</u>. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;
- (k) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Debtor thereunder;
- (l) <u>Intangibles</u>. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;
- (m) Accounts. All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property including, without limitation, all reserve accounts, together with all deposits or wire transfers made to any of the foregoing and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;



- (n) <u>Proceeds</u>. All proceeds of the foregoing including, without limitation, insurance proceeds and condemnation awards, into cash or liquidation claims; and
- (o) Other Rights. Any and all other rights of Debtor in and to the items set forth in subsections (a) through (n) above.

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20071102000507820 6/6 \$36.00 Shelby Cnty Judge of Probate, AL 11/02/2007 12:40:43PM FILED/CERT

EXHIBIT A

Legal Description

(River Place Office)

A tract of land situated in the Northeast quarter of the Southeast quarter of Section 19, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southeast corner of the Northeast quarter of Southeast quarter of Section 19, Township 19South, Range 2 West; thence North along the East line of said Section, 283.46 feet; thence 90° 00' 00" left 729.70 feet to a point on the West right of way line of Parkway Office Circle, and also the Point of Beginning; thence 40° 23' 12" left, leaving said right of way line, 262.29 feet; thence 30° 38' 09" right, 303.59 feet; thence 92° 43' 07" right, 328.01 feet; thence 82° 20' 48" right, 495.17 feet to the West right of way line of Parkway Office Circle; thence 95° 48' 12" right, 89.70 feet along said right of way line to the beginning of a curve to the left, said curve having a central angle of 18° 34' 36" and a radius of 460.00 feet; thence along the arc of said curve and said right of way 149.14 feet to the point of beginning; situated, lying and being in Shelby County, Alabama.