

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Wendy Davis (205) 328-4600
B. E-MAIL CONTACT AT FILER (optional)
wdavis@ehjlaw.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Engel, Hairston & Johanson, P.C.
Attn: Wendy Davis
P.O. Box 11405
Birmingham, AL 35202

20150821000290870 1/3 \$33.00
Shelby Cnty Judge of Probate, AL
08/21/2015 09:48:06 AM FILED/CERT

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	1a. ORGANIZATION'S NAME				
	BROOK HIGHLAND LIMITED PARTNERSHIP				
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
700 MONTGOMERY HIGHWAY, SUITE 186		BIRMINGHAM	AL	35216	USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME				
	USAMERIBANK				
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
1100 CORPORATE PARKWAY		BIRMINGHAM	AL	35242	USA


4. COLLATERAL: This financing statement covers the following collateral:

Please see Schedule "I" attached hereto and made a part hereof.

Mortgage taxes in the amount of \$1,175.00 were paid in connection with the recording of that certain Mortgage in Instrument No. 20150807000273830.


5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box:	
<input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA:	
D-8247	

SCHEDULE "I"


20150821000290870 2/3 \$33.00
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The following (hereinafter "Mortgaged Property"): a) The Land described in Exhibit "A" attached hereto and made a part hereof; b) All buildings, structures, equipment, fixtures, machinery, furniture, furnishings, and improvements of every nature whatsoever now or hereafter situated on the Land or used or intended to be used in connection with or with the operation of the Mortgaged Property; c) All easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, licenses, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining now or hereafter to the Mortgaged Property, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Debtor in and to the same; d) All now existing or hereafter made leases and agreements for use or occupancy of any portion of the Mortgaged Property (the "Leases"); e) All guaranties of the lessees' and any sublessees' performance under any of the Leases; f) All of the rents, income, receipts, revenues, issues and profits now due or which may become due arising or issuing from or out of the Leases or from or out of the Mortgaged Property, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Mortgaged Property, together with any and all rights and claims of any kind that the Debtor may have against any such lessee under the Leases or against any subtenants or occupants of the Mortgaged Property; g) All awards hereafter made for any taking of or injury to said Mortgaged Property through eminent domain or otherwise, including awards or damages for change of grade, and also any return premiums or other payments upon any insurance, any dividend or other payment made hereafter to the Debtor in any court procedure involving the Mortgaged Property; and h) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described above, including, but not limited to, all insurance, contract and tort proceeds and claims.

EXHIBIT "A"


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Lots 1B and 1E according to the Survey of Brook Highland Plaza Resurvey as recorded in Map Book 18, Page 99 in the Probate Office of Shelby County, Alabama.

Together with Easement rights obtained that constitute an interest in real estate, under that certain easement agreement by and between Brook Highland Limited Partnership and Developers Diversified of Alabama, Inc., dated December 30, 1994, recorded December 30, 1994 and recorded in Instrument # 1994-37773, re-recorded in Instrument # 1995-27233 and agreement relating thereto in Instrument # 1998-46413.

SUBJECT TO: i) taxes and assessments for the year 2015, a lien but not yet payable; ii) Declaration of Protective Covenants which relate to the watershed Property and the maintenance thereof, as set out by instrument recorded in Real 194, Page 54; iii) Brook Highland Common Property Declaration of Covenants, Conditions and Restrictions, as set out in instrument dated August 29, 1990 recorded in Real 307, Page 950; iv) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Book 28, Page 581; v) Transmission Line Permit(s) to Alabama Power Company as shown by instrument recorded in Deed Book 112, Page 134; vi) Restrictions, covenants and conditions as set out in Agreement between AmSouth Bank, N.A., as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee for the Public Employees Retirement System of Ohio and Women's Missionary Union Auxiliary to Southern Baptist Convention dated August 31, 1990, and recorded in Real 309, Page 317, in the Probate Office of Shelby County, Alabama, as amended by amendment dated April 26, 1993, and further amended in Instrument # 199332510; vii) Permit to South Central Bell Telephone recorded in Real 349, Page 865; viii) Easements and building line as shown on recorded map; ix) Right of Way granted to The Water Works & Sewer Board of The City of Birmingham as recorded in Instrument # 1993-32517; x) Lease Agreement with Winn-Dixie Montgomery, Inc. as recorded in Instrument # 1993-32898; xi) Lease Agreement with Wal-Mart Stores, Inc. as recorded in Instrument # 1994-20695; xii) Declaration of Restrictive Covenants as recorded in Instrument # 1994-22322; xiii) Easement Agreement as recorded in Instrument # 1994-37773; and xiv) Restrictions appearing of record in Instrument # 1993-32511; Instrument # 1995-27235; and Instrument # 1995-27237 and Acknowledgement Regarding Restrictions Agreements recorded in Instrument # 20150428000137390.