

**STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT
FORM UCC-1 ALA.**

Important: Read Instructions on Back Before Filling out Form.

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:

Terry Tyler
AmSouth Bank of Alabama
P.O. Box 11007
Birmingham, Alabama 35288

Pre-paid Acct. # _____

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

Inst # 1995-07153
03/20/1995-07153
09:58 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MCD 19.00

2. Name and Address of Debtor (Last Name First if a Person)
Upton Properties, an Alabama General Partnership
2610 3rd Avenue South
Birmingham, Alabama 35223

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. SECURED PARTY (Last Name First if a Person)
AmSouth Bank of Alabama
P.O. Box 11007
Birmingham, Alabama 35288

Social Security/Tax ID # _____

4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)

Additional secured parties on attached UCC-E

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

See Exhibit A, Exhibit B, and Exhibit C attached hereto and made a part hereof for a description of the property covered hereby, some of which may be fixtures on the Real Estate described on Exhibit A attached hereto of which the Debtor is the record owner.

To be used as additional security for mortgage recorded in Instrument # _____

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 \$ 400,000.00
Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ 600.00

8. This financing statement covers timber to be cut, crops, of 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 Debtor(s) _____ Its: General Partner AmSouth Bank of Alabama
Signature(s) of Debtor(s) _____ Its: General Partner Signature(s) of Secured Party(ies) or Assignee
Upton Properties, an Alabama General Partnership By: _____
Type Name of Individual or Business Signature(s) of Secured Party(ies) or Assignee
Its: _____
Type Name of Individual or Business

EXHIBIT A

Legal Description

Lot One (1) USW Subdivision
as recorded in Map Book 14
Page 80 Shelby County, Alabama

LOT ONE (1) USW SUBDIVISION AS RECORDED IN MAP BOOK 14 Page 80
SHELBY COUNTY, ALABAMA

Upton Properties, An
Alabama General Partnership

By: Steve Upton
Its: Partner

Exhibit B to Mortgage

As further security for the payment of the Debt, the Mortgagor hereby assigns and pledges to the Mortgagee, the following described rights, property, claims, rents, profits, issues and revenues:

(a) All buildings, structures, facilities and other improvements now or hereafter located on the Real Estate, and all building materials, building equipment and fixtures of every kind and nature now or hereafter located on the Real Estate or attached to, contained in, or used in connection with, any such buildings, structures, facilities or other improvements, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, now owned or hereafter acquired by the Mortgagor.

(b) All goods, equipment, inventory, supplies and other items or types of tangible personal property (including additions and accessions thereto and replacements and substitutions therefor) now owned or hereafter created or acquired by the Mortgagor and attached to the Real Estate (other than fixtures); or placed on the Real Estate and used or useful in connection with, or in any way pertaining or relating to, the Real Estate or the use and occupancy thereof, though not attached to the Real Estate; or for which the proceeds of the Loan have been or may be advanced, wherever the same may be located.

(c) (1) All general intangibles relating to the development or use of the Real Estate, the personal property referenced in paragraph (b) above or any other property conveyed or encumbered hereby, or the management and operation of any business of the Borrower thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals and other trade secrets; (2) the good will of any business conducted or operated on the Real Estate, all governmental licenses and permits relating to the construction, renovation or operation thereof, all names under or by which the same may at any time be operated or known and all rights to carry on business under any such names or any variant thereof; and (3) all contracts and agreements (including construction, renovation, maintenance, engineering, architectural, leasing, management, operating and concession agreements) affecting the Real Estate, the personal property referenced in paragraph (b) above or any other property conveyed or encumbered by this Mortgage, or used or useful in connection therewith, whether now or hereafter entered into.

(d) (1) All Loan funds held by the Mortgagee, whether or not disbursed, (2) all funds from time to time on deposit in the construction account, (3) all reserves, deferred payments, deposits, escrows, refunds, cost savings and payments of any kind related to the Real Estate, and (4) all loan commitments and loan insurance related to the Real Estate and all approvals, deposits, fees, applications and documents related thereto.

Exhibit C to Mortgage

Notwithstanding anything contained in this Mortgage to the contrary, even if all of the Debt owing to the Mortgagee at any one time should be paid in full, this Mortgage will continue to secure any Debt that might later be owed to the Mortgagee until a written mortgage satisfaction instrument has been executed by one of the Mortgagee's officers and recorded in the county in which the Real Property is located. In no event shall the Mortgagee be obligated to satisfy its liens under this Mortgage or return or release any of the Property to the Mortgagor (a) until the payment in full of all Debt then outstanding, (b) if the Mortgagee is obligated to extend credit to the Mortgagor, (c) if any contingent obligation of the Mortgagor to the Mortgagee remains outstanding or (d) until the expiration of any period for avoiding or setting aside any payment to the Mortgagee under bankruptcy or insolvency laws.

UPTON PROPERTIES, AN ALABAMA GENERAL PARTNERSHIP

By *Steve Bryant*

Its *Partner*

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