

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

Important: Read Instructions on Back Before Filling out Form.

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional Sheets Presented: <u>2</u>	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
1. Return copy or recorded original to: Timothy D. Davis, Esq. Gordon, Silberman, Wiggins & Childs 1400 SouthTrust Tower Birmingham, Alabama 35203		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office <div style="transform: rotate(-90deg); transform-origin: center;"> Inst # 1995-20563 08/02/1995-20563 09:21 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 003 MCD 18.00 </div>
2. Name and Address of Debtor (Last Name First if a Person) Tidmore Oil Co., Inc. P. O. Box 1114 Columbiana, Alabama 35051 Social Security/Tax ID # _____		
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person) Social Security/Tax ID # _____		
<input type="checkbox"/> Additional debtors on attached UCC-E		
3. SECURED PARTY (Last Name First if a Person) SouthTrust Bank of Alabama National Association P. O. Box 2554 Birmingham, Alabama 35290 Social Security/Tax ID # _____		4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)
<input type="checkbox"/> Additional secured parties on attached UCC-E		
5. The Financing Statement Covers the Following Types (or items) of Property: See attached Schedule I for description of Collateral. Debtor is the record owner of the real property described on Exhibit A. This UCC-1 is filed as additional security for an indebtedness secured by a Leasehold Mortgage/Mortgage and Security Agreement being recorded simultaneously herewith.		
Check X if covered: <input checked="" type="checkbox"/> 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) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> already subject to a security interest in another jurisdiction when debtor's location changed to this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest is perfected. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of debtor <input type="checkbox"/> 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 \$ <u>654000.00</u> Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ <u>-0-</u> 8. <input checked="" type="checkbox"/> 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 Debtor(s) BY <u>Joe R. Tidmore</u> President Tidmore Oil Co., Inc. Type Name of Individual or Business		Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature — see Box 6) BY <u>David Mahan</u> SouthTrust Bank of Alabama, National Association Type Name of Individual or Business

Schedule I

All of the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, including replacements and additions thereto (herein referred to collectively as the "Mortgaged Property"):

(a) All of Mortgagor's right, title and interest, of whatever kind, nature or description, in and to (i) the real property specifically described on Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Project Site"), (ii) those certain convenience store and car wash facilities and other improvements presently located on the Project Site, as said facilities and other improvements may at any time exist (hereinafter referred to as the "Buildings"), and (iii) those items of furniture, equipment and other personal property that are generally described on, and are referred to as "Equipment" in, Exhibit B attached hereto and made a part hereof and any other items of furniture, fixtures, equipment and other personal property that, under the provisions hereof, are to constitute part of the Equipment (hereinafter referred to as the "Equipment") (all of the Project Site, the Buildings and the Equipment hereinafter collectively referred to as the "Project");

(b) All buildings, structures and improvements of every nature whatsoever, and all other furnishings, furniture, fixtures, machinery, equipment, and personal property of every kind and nature whatsoever now or hereafter owned by Mortgagor 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 Project, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located thereon (collectively the "Improvements"), all of which are hereby declared and shall be deemed to be a part of the Mortgaged Property;

(c) All rents, revenues, receipts, income and payments of the Mortgagor from or with respect to the Project, including, but not limited to, all rights, title and interest of the Mortgagor in and to the Lease;

(d) Mortgagor's leasehold estate and other interest(s), if any, under the Lease, of whatever kind, nature or description, and all rights, title and interest pertaining thereto;

(e) Any and all monies, rights and properties, of every kind or description, which may from time to time be sold, assigned, transferred, pledged, delivered to, or deposited with Mortgagee by the Mortgagor or on Mortgagor's behalf as additional security for the performance by the Mortgagor hereunder and under the Loan Agreement; and

(f) All of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Mortgagor of, in and to any of the foregoing.

EXHIBIT A

Part of the NW 1/4 of the NW 1/4 of Section 23, Township 21, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the SE corner of the NW 1/4 of the NW 1/4, Section 23, Township 21 South, Range 3 West and run Westerly along South line of said 1/4-1/4 section 8.6 feet; thence turn right 98 degrees 43 minutes and run Northerly 272.20 feet to a point on the Westerly right of way of Alabama Highway 119, said point also being the Point of Beginning; thence continue along last described course and along said right of way, 190 feet; thence turn left 100 degrees 51 minutes 54 seconds and run Southwesterly 250.00 feet; thence turn left 79 degrees 08 minutes 06 seconds and run Southwesterly 190.00 feet; thence turn left 100 degrees 51 minutes 54 seconds and run Northwesterly 250.00 feet to the point of beginning.

SUBJECT TO:

1. Taxes due and payable October 1, 1995.
2. Transmission line permits to Alabama Power Company, as recorded in Deed Book 101, Page 79; Deed Book 126, Page 174 and Deed Book 151, Page 96.
3. Right of way granted Shelby County, as recorded in Deed Book 126, Page 163.
4. Permit to Alabama Power Company, as recorded in Deed Book 167, Page 276.

Inst # 1995-20563

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SHELBY COUNTY JUDGE OF PROBATE
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