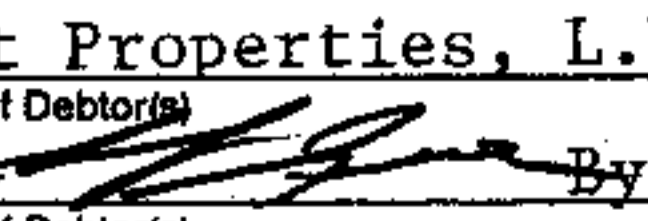



STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT  
FORM UCC-1 ALA.

**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: _____	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
1. Return copy or recorded original to:  John G. Lowther Attorney at Law 3500 Independence Drive Birmingham, Al 35209  Pre-paid Acct. # _____		<div style="writing-mode: vertical-rl; transform: rotate(180deg);"><b>Inst # 1996-29427</b> <b>09/06/1996-29427</b> <b>11:06 AM CERTIFIED</b> <b>SHELBY COUNTY JUDGE OF PROBATE</b> <b>003 MCD 17.00</b></div>
2. Name and Address of Debtor (Last Name First if a Person)  The Mount Properties, L.L.C. 1776 Independence Court Suite 302 Birmingham, Al 35216  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)  Aliant Bank P. O. Box 131057 Birmingham, Al 35213-6057  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:  As described in Exhibit B. This is a fixture filing filed with a mortgage of even date. The record owner of the property where the fixtures are located is: The Mount Properties, L.L.C. The property is described on Exhibit A hereto.  Check X if covered: <input 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 \$ _____ Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ _____  8. <input 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)		
5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:  _____ _____ _____ _____ _____ _____ _____ _____		
Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature — see Box 6)  The Mount Properties, L.L.C.      Aliant Bank Signature(s) of Debtor(s)      Signature(s) of Secured Party(ies) or Assignee By:  By:  Signature(s) of Debtor(s)      Signature(s) of Secured Party(ies) or Assignee The Mount Properties, L.L.C.      Aliant Bank Type Name of Individual or Business      Type Name of Individual or Business		

## EXHIBIT "A"

A parcel of land located in the W 1/2 of the SE 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:  
Commence at the NE corner of the SW 1/4 of Section 31, Township 19 South, Range 2 West; thence run in a Westerly direction along the Northern line of said 1/4 Section for a distance of 301.28 feet; thence turn an angle to the left of 51 deg. 49 min. 38 sec. and run in a Southwesterly direction for a distance of 524.90 feet; thence turn an angle to the right of 15 deg. 42 min. 53 sec. and run in a Southwesterly direction for a distance of 15.00 feet; thence turn an angle to the left of 102 deg. 10 min. 58 sec. and run in a Southeasterly direction for a distance of 195.60 feet; thence turn an angle to the right of 13 deg. 53 min. 06 sec. and run in a Southeasterly direction for a distance of 185.50 feet; thence turn an angle to the right of 03 deg. 06 min. 00 sec. and run in a Southeasterly direction for a distance of 201.40 feet; thence turn an angle to the right of 03 deg. 14 min. 59 sec. and run in a Southeasterly direction for a distance of 894.19 feet to the Northwestern right of way line of Alabama Highway No. 119; thence turn an angle to the left of 93 deg. 41 min. 50 sec. and run in a Northeasterly direction along said right of way for a distance of 218.07 feet; thence turn an angle to the left of 30 deg. 20 min. 28 sec. and run in a Northeasterly direction for a distance of 115.40 feet; thence turn an angle to the right of 30 deg. 28 min. 26 sec. and run in a Northeasterly direction for a distance of 159.41 feet to the point of beginning, from the point of beginning thus obtained; thence continue the course last described for a distance of 193.52 feet; thence turn an angle to the left of 90 deg. 00 min. 00 sec. and run in a Northwesterly direction for a distance of 249.86 feet; thence turn an angle to the left of 90 deg. 00 min. 00 sec. and run in a Southwesterly direction for a distance of 185.25 feet; thence turn an angle to the left of 88 deg. 06 min. 12 sec. and run in a Southeasterly direction for a distance of 250.00 feet to the point of beginning; being situated in Shelby County, Alabama.

## Exhibit B

All of the Debtor's right, title and interest in and to the following described Collateral, whether now or hereafter existing or now owned or hereafter acquired or accrued (collectively referred to herein as the "Collateral") on the property described in Exhibit A attached hereto and made a part hereof (hereinafter called the "Land"):

(a) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, machinery, equipment, furniture, furnishings, inventory and personal property of every nature whatsoever now or hereafter owned by the Debtor and located in, on, or used or intended to be used in connection with or with the operation of said Land, buildings, structures, or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing.

(b) All building materials, equipment, fixtures, fittings, and personal property of every kind or character now owned or hereafter acquired by the Debtor for the purpose of being used or useful in connection with the improvements located or to be located on the Land, whether such materials, equipment, fixtures, fittings, and personal property are actually located on or adjacent to said Land or not, and whether in storage or otherwise, wheresoever the same may be located, including, but without limitation, all lumber and lumber products, bricks, building stones, and building blocks, sand and cement, roofing material, paint, doors, windows, hardware, nails, wires and wiring, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, furniture, ranges, refrigerators, dishwashers, disposals, and in general all building materials and equipment of every kind and character used or useful in connection with said improvements.

(c) Proceeds and products of all of the foregoing Land and Collateral.

**TOGETHER** with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever in any way belonging, relating or appertaining to any of the Collateral, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Debtor, 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 of, in and to the same, including but not limited to:

(d) All rents, profits, issues, and revenues of the Land from time to time accruing, whether under leases, agreements or tenancies now existing or hereafter created, reserving to Debtor, however, so long as Debtor is not in default hereunder, the right to receive and retain the rents, issues, revenues and profits thereof, and

(e) All judgments, awards of damages, and settlements hereafter made resulting from condemnation proceedings or the taking of the Land or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets.

Inst. # 1996-29427  
09/06/1996-29427  
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HCD 17.00