

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

32168

**Important: Read Instructions on Back Before Filling out Form.**

REORDER FROM  
Register, Inc.  
314 PIERCE ST.  
P.O. BOX 218  
ANDOKA, MN. 55303  
(612) 421-1713

|                                                                                                                                                                                                     |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <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:<br><br><b>Marvin M. Rice/Gandy, Rice &amp; Sundberg, P.C.</b><br><b>5775 Peachtree Dunwoody Road</b><br><b>Suite 380-C</b><br><b>Atlanta, Georgia 30342</b> |                                           | <p>THIS SPACE FOR USE OF FILING OFFICER<br/>Date, Time, Number &amp; Filing Office</p> <div style="transform: rotate(-90deg); transform-origin: center;">             Inst # 1997-21450           </div> <div style="transform: rotate(-90deg); transform-origin: center;">             07/09/1997-21450<br/>             09:52 AM CERTIFIED<br/>             SHELBY COUNTY JUDGE OF PROBATE<br/>             20.00<br/>             006 MEL           </div> |
| 2. Name and Address of Debtor (Last Name First if a Person)<br><br><b>Chang, Sung H.</b><br><b>2180 Meadow Wood Court</b><br><b>Marietta, Ga. 30062</b>                                             |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Social Security/Tax ID # _____                                                                                                                                                                      |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)<br><br><b>Chang, Sung-Hsien</b><br><b>2180 Meadow Wood Court</b><br><b>Marietta, Ga. 30062</b>                                |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Social Security/Tax ID # _____                                                                                                                                                                      |                                           | FILED WITH:                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <input type="checkbox"/> Additional debtors on attached UCC-E                                                                                                                                       |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)<br><br><b>SouthTrust Bank, National Association</b><br><b>420 North 20th Street</b><br><b>Birmingham, Alabama 35203</b>          |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Social Security/Tax ID # _____                                                                                                                                                                      |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <input type="checkbox"/> Additional secured parties on attached UCC-E                                                                                                                               |                                           | 4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)                                                                                                                                                                                                                                                                                                                                                                                           |
| 5. The Financing Statement Covers the Following Types (or items) of Property:                                                                                                                       |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

See Exhibits "A", "B" and "C" attached hereto and incorporated herein by reference.

5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:

|     |       |
|-----|-------|
| 001 | _____ |
| 002 | _____ |
| 003 | _____ |
| 004 | _____ |
| 005 | _____ |
| 006 | _____ |
| 007 | _____ |
| 008 | _____ |
| 009 | _____ |
| 010 | _____ |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                                                                                                                                                                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Check X if covered: <input checked="" type="checkbox"/> Products of Collateral are also covered.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | 7. Complete only when filing with the Judge of Probate:<br>The initial indebtedness secured by this financing statement is \$ _____<br><br>Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ _____ |
| 6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so):<br><input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state.<br><input type="checkbox"/> already subject to a security interest in another jurisdiction when debtor's location changed to this state.<br><input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest is perfected.<br><input type="checkbox"/> acquired after a change of name, identity or corporate structure of debtor<br><input type="checkbox"/> as to which the filing has lapsed. |  |                                                                                                                                                                                                             |
| Signature(s) of Debtor(s):<br><br><br>Type Name of Individual or Business                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  | Signature(s) of Secured Party(ies):<br>By:<br>Title: <u>Asst. Vice President</u><br>Type Name of Individual or Business                                                                                     |
| (1) FILING OFFICER COPY - ALPHABETICAL<br>(2) FILING OFFICER COPY - NUMERICAL<br>(3) FILING OFFICER COPY-ACKNOWLEDGEMENT<br>(4) FILE COPY - SECURED<br>(5) FILE COPY DEBTOR(S)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                                                                                                                                                                                                             |

EXHIBIT "A"

The types of items of property conveyed by this financing statement are described upon the attached Exhibit "B" and the land (the "premises") upon which same are located is more particularly described upon Exhibit "C", attached hereto, and made a part hereof. The security agreement for which this financing statement is filed is contained in the Real Estate Mortgage, Security Agreement and Financing Statement (filed in the records of Shelby County, Alabama, simultaneously with the filing hereof) made between debtor, as Grantor and secured party, as Grantee, given to secure an indebtedness in the original principal amount of \$100,000.00.

EXHIBIT "B"

Debtor hereby grants to Secured Party a security interest in the following types or items of property:

ALL THAT CERTAIN lot, piece or parcel of land described below:

(1) TOGETHER WITH the buildings, structures and improvements now or hereafter located on said land and all right, title and interest, if any, of Debtor in and roads abutting said land to the centerlines thereof, the strips and gores within or adjoining said land, the air space and right to use said air space above said land, all rights of ingress and egress by pedestrians and motor vehicles to parking facilities on or within said land, and all easements now or hereafter affecting said land, royalties and all rights appertaining to the use and enjoyment of said land, including, without limitation, alley, drainage, sewer, mineral, water, oil and gas rights, rights-of-way, vaults, ways, passages, 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 the land or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor and the reversion and reversions, remainder and remainders (said land, together with said buildings and improvements, the property and other rights, privileges and interests encumbered and conveyed hereby, and hereinafter collectively referred to as the "Premises");

TOGETHER WITH all fixtures and articles of personal property and all appurtenances and additions thereto and substitutions or replacements thereof, owned by Debtor and now or hereafter attached to, contained in, or used in connection with the Premises or placed on any part thereof, though not attached thereto, including, but not limited to, all screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, furniture and furnishings, heating, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerating and elevator plants, stoves, refrigerators, ranges, vacuum cleaning systems, call systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery, pipes, appliances, equipment, fittings, fixtures and articles of personal property all of which are hereby declared and shall be deemed to be fixtures and accessions to the freehold and a part of the Premises as between Debtor and Secured Party and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness secured hereby, and the trade name, good will and books and records relating to the business operated on the Premises; together with all of



Debtor's present and future "equipment" and "general intangibles" (as said quoted terms are defined in the Uniform Commercial Code of the State of Alabama) (the Premises and said fixtures and articles of personal property and said "equipment" and "general intangibles" encumbered hereby are hereinafter sometimes called the "Secured Property"), and if the lien hereof is subject to a security interest covering any such personal property, then together with all of the right, title and interest of Debtor in and to any and all such property, together with the benefits of all deposits and payments now or hereafter made thereon by Debtor;

TOGETHER WITH all right, title and interest in, under and by virtue of any and all leases and rental agreements now or hereafter entered into by Debtor as landlord or lessor for premises located on the property described in Exhibit "C" attached hereto and incorporated herein by reference, and all other rents accruing in favor of Debtor from said real property, also including all extensions, renewals, or modifications of existing or future leases and rental agreements and any and all such other or further leases of space by Debtor and all improvements which are now or hereafter located upon said real property, as Debtor shall from time to time execute, including specifically, but not by way of limitation, all of the right, power and privilege of the Debtor to cancel, terminate or accept the surrender of any assigned lease, to accept prepayment of more than one periodic installment of rent thereunder, or to modify or abridge any of the terms, covenants and conditions of any assigned lease so as to reduce the term thereof or the rental payable thereunder or to change any renewal privilege therein contained without the prior written consent of the Debtor, together with all of the rents, issues and profits which may be or become due, or to which the Debtor may now or hereafter become entitled, arising or issuing out of the assigned leases, or from out of said real property or any part thereof;

TOGETHER WITH all unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by Debtor and all proceeds of the conversion, voluntary or involuntary, of the Secured Property or any part thereof into cash or liquidated claims, including, without limitation, proceeds of hazard and title insurance and all awards and compensation heretofore and hereafter made to the present and all subsequent owners of the Secured Property by any governmental or other lawful authorities for the taking by eminent domain, condemnation or otherwise, of all or any part of the Secured Property or any easement therein, including awards for any change of grade of streets;

TOGETHER WITH all right, title and interest of Debtor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Secured Property, hereafter acquired by, or released to, Debtor, or constructed, assembled or placed by Debtor on the Secured Property, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further conveyance, assignment or other act by Debtor, shall become subject to the lien hereof as fully and completely, and with same effect, as though now owned by Debtor and sepcifically described herein.

The real property (the "land") in or upon which the above-described property is or will be located is owned by Debtor and is described upon the attached Exhibit "C".

EXHIBIT "C"

Part of the SW 1/4 of the NW 1/4 of Section 27, Township 19 South, Range 1 East, Shelby County, Alabama; being more particularly described as follows:

From an existing 2 inch open top iron pin being the locally accepted SW corner of said 1/4-1/4 section, run in a northerly direction along the west line of said 1/4-1/4 section for a distance of 8.1 feet to the POINT OF BEGINNING; thence continue in a northerly direction along last mentioned course for a distance of 313.92 feet to an existing old open top iron pin and being on the south right-of-way line of U.S. Highway No. 280; thence turn an angle to the right (74 deg. 49 min. 50 sec. to the chord) and run in a northeasterly direction along the south right-of-way line of said U.S. Highway No. 280 for a distance of 269.64 feet to an existing old open top iron pin; thence turn an angle to the right (105 deg. 31 min. 10 sec. from the last mentioned chordline) and run in a southerly direction for a distance of 368.76 feet to an existing fence corner; thence turn an angle to the right of 86 deg. 09 min. 52 sec. and run in a westerly direction along an existing fence for a distance of 258.48 feet, more or less, to the POINT OF BEGINNING; being situated in Shelby County, Alabama.

Inst # 1997-21450

07/09/1997-21450  
09:52 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
006 NEL 20.00

S.C.