

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

Important: Read Instructions on Back Before Filling out Form.

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

50708

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 acknowledgement to:

Cheryl Robinson
CORLEY, MONCUS & WARD, P.C.
P. O. Box 59807
Birmingham, Alabama 35259-0807

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

Inst # 2001-18064

05/07/2001-18064
02:49 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
SHELBY COUNTY, ALA

Pre-paid Acct. # _____
2. Name and Address of Debtor (Last Name First if a Person)

PEAK 17, L.L.C.
One Riverchase Ridge
Suite 300
Birmingham, Alabama 35244

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. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)

FIRST COMMERCIAL BANK
800 Shades Creek Parkway
Birmingham, Alabama 35209
attn: Thomas K. Genetti
Social Security/Tax ID # _____

FILED WITH:

SHELBY COUNTY JUDGE OF PROBATE

4. NAME AND ADDRESS OF 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:

All of the fixtures, equipment, furniture, furnishings and personal property of every nature, now owned or hereafter acquired by Debtor, all additions, replacements and proceeds thereof and all other property set forth in Schedule I attached hereto and made a part hereof, located on the real property described on the attached Exhibit "A".

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

THIS FINANCING STATEMENT IS TO BE CROSS-INDEXED IN THE REAL ESTATE MORTGAGE RECORDS.

Debtor is the record owner of the real estate described on the attached Exhibit "A".

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 \$ 170,000.00
Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ -0-

8. 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 Secured Party(ies)
(Required only if filed without debtor's Signature — see Box 6)

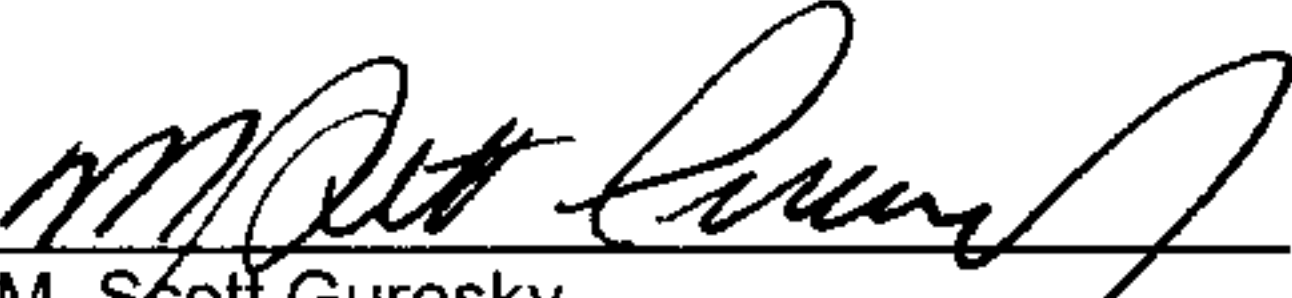
See attached Exhibit "A-1" for Debtor
Signature(s) of Debtor(s)
Signatures
Signature(s) of Debtor(s)
Type Name of Individual or Business

FIRST COMMERCIAL BANK
Signature(s) of Secured Party(ies) or Assignee
By: *Thomas K. Genetti*
Signature(s) of Secured Party(ies) or Assignee
Thomas K. Genetti, Its Senior Vice President
Type Name of Individual or Business

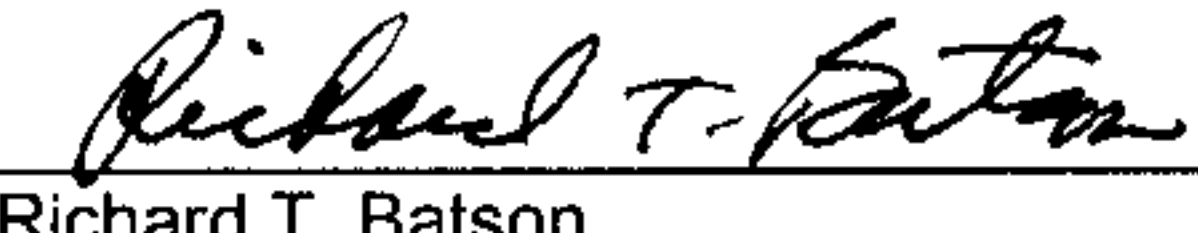
EXHIBIT "A-1"
TO UCC-1 FINANCING STATEMENT
BETWEEN
FIRST COMMERCIAL BANK, Secured Party
and
PEAK 17, L.L.C., Debtor

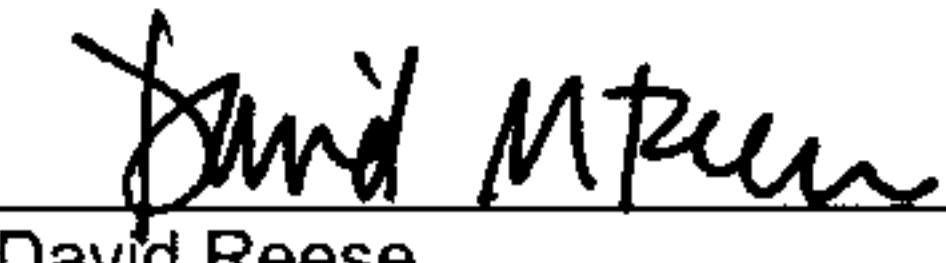
DEBTOR SIGNATURE:

PEAK 17, L.L.C., an Alabama
Limited Liability Company

By:  [SEAL]
M. Scott Gurosky
Its Manager

By:  [SEAL]
Donald Wayne Myrick
Its Manager

By:  [SEAL]
Richard T. Batson
Its Manager

By:  [SEAL]
David Reese
Its Manager

SCHEDULE I

All Debtor's right, title and interest in, to, and under any and all of the following described property (the "Property"), whether now owned or held or hereafter acquired:

(a) All those certain tracts or parcels of land located in Shelby County, Alabama, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Land"); and

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Premises, 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 on the Land (collectively the "Improvements"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Premises as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by a Mortgage and Security Agreement being filed simultaneously herewith (the "Mortgage"); and

(c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by them; and

(d) All rents, issues, profits and revenues of the Premises from time to time accruing, including, without limitation, all sums due under any leases or tenancies, together with all proceeds of insurance, condemnation payments, security deposits and escrow funds, and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same, reserving only the right to Debtor to collect the same so long as an Event of Default has not occurred hereunder or such collection is not otherwise restricted by the Mortgage; and

(e) To the fullest extent assignable (if assignable by law), any and all licenses and permits obtained by Debtor relating to the use and operation of the Premises.

EXHIBIT "A"

Lot 4, according to a Resurvey of Southwood Office Park, as recorded in Map Book 25, Page 28, in the Probate Office of Shelby County, Alabama.

Inst # 2001-18064

05/07/2001-18064
02:43 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MEL 19.00