

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

Important: Read Instructions on Back Before Filling out Form.

REORDER FROM
Registré, Inc.
514 PIERCE ST.
P.O. BOX 218
ANDOKA, MN. 55303
(763) 421-1713

89644

<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 acknowledgement to:		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office	
Guy V. Martin, Jr., Esq. Martin, Rawson & Woosley, P.C. #2 Metroplex Drive, Suite 102 Birmingham, Alabama 35209		<p style="writing-mode: vertical-rl; transform: rotate(180deg);"> Inst # 2001-39181 09/12/2001-39181 08:35 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 18.00 003 MSB </p>	
2. Name and Address of Debtor (Last Name First if a Person) 280 PLAZA, LLC, an Alabama limited liability company c/o R. Leon Alliston P. O. Box 380456 Birmingham, Alabama 35238			
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		FILED WITH:	
3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person) ALAMERICA BANK Attention: Mr. Robert E. Nesbitt Post Office Box 55269 Birmingham, Alabama 35255-5269		Judge of Probate of Shelby County	
Social Security/Tax ID # _____		4. NAME AND ADDRESS OF 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:	
All of the equipment, fixtures, contract rights, general intangibles and tangible 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 <u>Schedule A</u> attached hereto located on the real property described in <u>Exhibit A</u> attached hereto.			
Additional security for mortgage recorded in <u>2001-39179</u>			
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)		7. Complete only when filing with the Judge of Probate: The initial indebtedness secured by this financing statement is \$ <u>\$900,000.00</u>	
<input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state		Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ _____	
<input type="checkbox"/> already subject to a security interest in another jurisdiction when debtor's location changed to this state.		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)	
<input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest is perfected.		Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature — see Box 6)	
<input type="checkbox"/> acquired after a change of name, identity or corporate structure of debtor		Signature(s) of Secured Party(ies) or Assignee	
<input type="checkbox"/> as to which the filing has lapsed.		Signature(s) of Secured Party(ies) or Assignee	
By: <u>R. Leon Alliston</u> Signature(s) of Debtor(s) <u>R. Leon Alliston, Manager</u>		Type Name of Individual or Business	
By: <u>David B. Keith</u> Signature(s) of Debtor(s) <u>David B. Keith, Manager</u>		STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1	

SCHEDULE A

All interest of Debtor, whether now owned or hereafter acquired, in the rights, interests and personal property (collectively referred to as the "personal property") of any kind or nature whatsoever, whether tangible or intangible, whether or not any of such personal property is now or becomes a "fixture" or attached to the real estate described in Exhibit A, which is used or will be used in the construction of, or is or will be placed upon, or is derived from or used in connection with, the maintenance, use, occupancy or enjoyment of the said real estate and any improvements located thereon, including, without limitation, all accounts, documents, instruments, chattel paper, equipment, general intangibles, inventory, all plans and specifications, contracts and subcontracts for the construction, reconstruction or repair of the improvements located on said real estate, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, rents, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit, policies and proceeds of insurance, any award of payment or compensation payable on account of any condemnation or other taking for public or private use of the said real estate or any improvements located thereon, motor vehicles and aircraft, together with all present and future attachments, accretions, accessions, replacements and additions thereto and products and proceeds thereof.

All leases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to all or any portion of the said real estate, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, and all rents, royalties, issues, profits, revenue, income and other benefits of the said real estate and improvements thereon arising from the use or enjoyment thereof or from any leases, including, without limitation, cash or securities deposited thereunder to secure performance by the tenants of their obligations thereunder, whether said cash or securities are to be held until the expiration of the terms of the said leases or applied to one or more of the installments of rent coming due.

All profits and sales proceeds, including, without limitation, earnest money and other deposits, now or hereafter becoming due by virtue of any contract or contracts for the sale of any interest of Debtor in the said real estate or improvements located thereon; and

All property in which a security interest may be created pursuant to the Uniform Commercial Code (or any similar laws) of the state in which the real estate described in Exhibit A is located, including (*inter alia*) all *fructus naturales*, *fructus civiles*, and *fructus industriales*.

Without limiting the foregoing, all fixtures, machinery, equipment, office equipment and machines, inventory, farm products, vehicles and conveyances (including, without limitation, tractors, mowers, sweepers, snow removers, and other similar equipment), construction materials, building supplies, and articles of personal property (whether or not actually located on the real estate); including, but not limited to: heating, ventilating, humidifying and dehumidifying, air conditioning, laundry (including, without limitation, washers and dryers), incinerating, safety, power, plumbing, cleaning, fire prevention and fire extinguishing, and communications supplies, equipment, systems, and apparatus, lamps, chandeliers, and other lighting equipment and fixtures, vacuum cleaning systems, furnaces, boilers, radiators, piping, and coal stokers, plumbing and bathroom fixtures, sprinkler and alarm systems, washtubs, tanks, sinks, gas and electric fixtures, awnings, screens, window shades, storm doors and windows, ducts and compressors, rugs, carpet and other floor coverings, shades and draperies, partitions, elevators, escalators, pumps, motors, engines, conduits, dynamos, refrigerators, stoves, ranges, freezers, incinerators, kitchen equipment and appliances, and all other appliances and fittings, cabinets, shelving and lockers, plants, shrubbery and all landscaping and planting materials, and indoor and outdoor furniture and furnishings; all logos, trademarks, trade names, service marks, good will, and similar property; all books and records, statements of account, operating statements, periodic reports, balance sheets, profit and loss statements, financial statements, checkbooks, deposit receipts, and all other business and financial records and statements of all kinds; all computer time, computer runs, computer software and services, computer programs, computer apparatus and computer hardware; all televisions, radios, receivers, recorders, cables, lines, apparatus and equipment of all kinds.

All personalty and other property described in the mortgage and security agreement or deed of trust and security agreement or deed to secure debt and security agreement executed by the Debtor in favor of or for the benefit of Secured Party.

All proceeds (including claims thereto or demands therefor) of the conversion, voluntary or involuntary, permitted or otherwise, of any of the foregoing into cash or liquidated claims.

EXHIBIT A
LEGAL DESCRIPTION

PARCEL I

Lots 9-A and 9-B, according to a Resurvey, as recorded in Map Book 13, Page 76, in the Office of the Judge of Probate of Shelby County, Alabama of Lot 8A, Cahaba Park South and Lot 9, Cahaba Park South.

PARCEL II

Lot 1, according to the Survey of Valdawood, as recorded in Map Book 8, Page 6 A & B, in the Office of the Judge of Probate of Shelby County, Alabama.

PARCEL III

Part of the East 1/2 of Southwest 1/4 of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

From the Northwest corner of said East 1/2 of Southwest 1/4 of Section 30, run in an Easterly direction along the North line of said East 1/2 of Southwest 1/4 for a distance of 663.97 feet to an existing iron pin; thence turn an angle to the right of 87 degrees 41 minutes and run in a Southerly direction for a distance of 629.76 feet to an existing iron pin being the point of beginning; thence continue along last mentioned course for a distance of 146.56 feet to an existing iron pin; thence turn an angle to the right of 90 degrees and run in a Westerly direction for a distance of 323.29 feet to an existing iron pin being on the East right of way line of Business Center Drive (as recorded in the Office of the Judge of Probate Shelby County, Alabama, in Map Book 8, Page 170); thence turn an angle to the right of 90 degrees 03 minutes and run in a Northerly direction along the East right of way line of said Business Center Drive for a distance of 129.57 feet to a point of curve; said curve being concave in a Southeasterly direction and having a central angle of 42 degrees 50 minutes and a radius of 25.00 feet; thence turn an angle to the right and run in a Northeasterly direction along the arc of said curve for a distance of 18.69 feet to an existing iron pin; thence turn an angle to the right and run in an Easterly direction for a distance of 316.61 feet, more or less, to the point of beginning. Being situated in Shelby County, Alabama.

Inst # 2001-39181

09/12/2001-39181
08:35 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

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18.00