

THIS FINANCING STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE

024200

1. Debtor(s) (Last Name First) and address(es) FOLMAR & ASSOCIATES P. O. Box 12 Montgomery, AL 36101	2. Secured Party (ies) and address(es) Nationwide Life Insurance Company One Nationwide Plaza Columbus, OH 43216 Attn: Real Estate Investment Dept	3. Filing Officer (Date, Time, No., and Filing Office) 89 NOV - 7 11:24 AM STATE OF ALA. SHELBY COUNTY JUDGE OF PROBATE INSTRUMENT NO. 33T
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4.  Debtor is a utility.

5. This financing statement covers the following types (or items) of property: All items of personalty, equipment, fixtures and other property described in Exhibit B attached hereto and made a part hereof by reference, which are now or hereafter located on or used in connection with the real property described in Exhibit C attached hereto and made a part hereof by reference, together with all rents, profits and income now or hereafter derived from said real property.

"THIS FINANCING STATEMENT IS FILED AS ADDITIONAL SECURITY FOR A MORTGAGE RECORDED CONTEMPORANEOUSLY HEREWITH, UPON WHICH THE MORTGAGE TAX HAS BEEN PAID."

6. Complete only when filing with the Judge of Probate:  
 The initial indebtedness secured by this financing statement is \$ 0-  
 Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ 0-

7.  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)

8. Check X if covered:  Products of Collateral are also covered. 17.00 No. of additional sheets presented \_\_\_\_\_

9. 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"/> which is proceeds of the original collateral described above in which a security interest is perfected.
<input type="checkbox"/> already subject to a security interest in another jurisdiction when debtor's location changed to this state.	<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

Filed with: Judge of Probate of Shelby County, Alabama

SEE EXHIBIT "A" FOR SIGNATURES

\_\_\_\_\_  
 Signature(s) of Debtor(s)

\_\_\_\_\_  
 Signature(s) of Secured Party (ies)  
 (Required only if filed without debtor's Signature—see Box 9)

(1) Filing Officer Copy — Alphabetical

EXHIBIT 'A' to UCC-1 FINANCING STATEMENT

[SIGNATURE OF DEBTOR]

FOLMAR AND ASSOCIATES

By:

its:

*J. M. Raych*  
*Partner*

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

89 NOV -7 PM 2:47

*Thomas A. Henderson, Jr.*  
JUDGE OF PROBATE

**EXHIBIT "B" to UCC-1 FINANCING STATEMENT**

All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the real property (hereinafter referred to as the "Land") described in Exhibit "C" to this Financing Statement, 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, fire extinguishers and any other safety equipment required by governmental regulations or law, washers, dryers, water heaters, mirrors, mantels, air conditioning apparatus, refrigerating plants, refrigerators, cooking apparatus and appurtenances, window screens, awnings and storm sashes, which are or shall be attached to said buildings, structures or improvements and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles (excluding Debtor's personal automobiles, if any), building supplies and materials, books and records, chattels, inventory, accounts, farm products, consumer goods, general intangibles and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of the "Premises" (hereinbelow defined), including all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements and substitutions, or proceeds from a permitted sale of any of the foregoing, and all the rights, title and interest of Debtor in any such furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property subject to or covered by any prior security agreement, conditional sales contract, chattel mortgage or similar lien or claim, together with the benefit of any deposits or payments now or hereafter made by Debtor or on behalf of Debtor, all tradenames, trademarks, servicemarks, logos and goodwill related thereto which in any way now or hereafter belong, relate or appertain to the Premises or any part thereof or are now or hereafter acquired by Debtor; and all inventory, accounts, chattel paper, documents, equipment, fixtures, farm products, consumer goods and general intangibles constituting proceeds acquired with cash proceeds of any of the property described hereinabove, 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;

TOGETHER WITH all rents, profits and issues derived by Debtor from the Land and aforementioned buildings, structures and improvements (collectively, with the Land referred to as the "Premises"); and

TOGETHER WITH all rights, title and interest of Debtor in and to any and all condemnation or insurance awards or payments, including interest thereon, and the right to receive the same

which may be made with respect to the Premises as a result of the exercise of the right of eminent domain, the alteration of the grade of any street, or any other injury to or decrease in the value of the Premises.

EXHIBIT C

A parcel of land situated in the NE 1/4 of Section 24, Township 19 South, Range 3 West and West Half of Section 19, Township 19 South, Range 2 West, Jefferson County, Alabama, and in the SE 1/4 of Section 24, Township 19 South, Range 3 West, in Shelby County, Alabama and being more particularly described as follows:

Commence at the Northeast corner of Section 24, Township 19 South, Range 3 West; thence North  $88^{\circ}58'25''$  West along the North line of said Section 24, 618.94 feet to a point; thence South  $20^{\circ}02'58''$  East, 1059.79 feet to a point 25 feet Southerly of the centerline of Data Center Drive, said point also being the POINT OF BEGINNING; thence continue along the previously described course, 433.66 feet to the approximate centerline of the Cahaba River; thence along said centerline of the Cahaba River the following courses: South  $33^{\circ}20'32''$  West, 37.15 feet; South  $16^{\circ}23'24''$  West, 43.61 feet; South  $15^{\circ}04'56''$  East, 541.33 feet; South  $23^{\circ}08'00''$  East, 222.85 feet; South  $01^{\circ}07'08''$  East, 216.30 feet; South  $39^{\circ}34'01''$  West, 236.88 feet; and South  $45^{\circ}24'27''$  West, 416.19 feet to a point on the Easterly right of way margin of U.S. Highway 31, said point being 150 feet easterly of the centerline of said U.S. Highway 31; thence North  $26^{\circ}23'50''$  West along said Easterly right of way margin, 201.95 feet to a point; thence leaving said right of way margin, proceed North  $62^{\circ}07'44''$  East, 239.50 feet to a point; thence North  $26^{\circ}23'50''$  West and parallel to said right of way margin, 147.00 feet to a point; thence North  $72^{\circ}08'03''$  West, 73.98 feet to a point; thence South  $62^{\circ}07'44''$  West, 186.50 feet to a point on the Easterly right of way margin of U.S. Highway 31; said point being 150.00 feet easterly of the centerline of said U.S. Highway 31; thence North  $26^{\circ}23'50''$  West along said Easterly right of way margin, 582.72 feet to a point; thence South  $63^{\circ}36'10''$  West along said Easterly right of way margin, 50.00 feet to a point, said point being 100.00 feet easterly of the centerline of said U.S. Highway 31; thence North  $26^{\circ}23'50''$  West along said Easterly right of way margin, 416.79 feet to a point; thence leaving said Easterly right of way margin, proceed North  $63^{\circ}52'22''$  East, 271.98 feet to point; thence North  $25^{\circ}27'37''$  West, 20.00 feet to the beginning of curve to the left, said curve having a central angle of  $10^{\circ}07'14''$ , radius of 310.00 feet, an arc of 54.76 feet and a chord which bears North  $30^{\circ}31'13''$  West for 54.69 feet; thence proceed northwesterly along the arc of said curve, 54.76 feet to the end of said curve; thence North  $35^{\circ}34'51''$  West, 121.67 feet to the beginning of a curve to the left, said curve having a central angle of  $82^{\circ}11'28''$ , a radius of 25.00 feet an arc of 35.86 feet and a chord which bears North  $77^{\circ}29'33''$  West for 32.87 feet; thence proceed northwesterly along the arc of said curve 35.86 feet to a point; thence North  $28^{\circ}35'17''$  West, 5.00 feet to a point on the Southerly right of way margin of Data Center Drive, said point being 25.00 feet Southerly of the centerline of said Data Center Drive, said point also being on a curve to the left, said curve having a central angle of  $11^{\circ}56'21''$ , a radius of 429.69 feet, an arc of 89.54 feet, and a chord which bears North  $55^{\circ}26'33''$  East for 89.38 feet; thence proceed northeasterly along said Southerly right of way margin and along the arc of said curve, 89.54 feet to the end of said curve; thence North  $49^{\circ}28'23''$  East along said Southerly right of way margin, 290.58 feet to the beginning of a curve to the right, said curve having a central angle of  $28^{\circ}47'56''$ , a radius of 382.42 feet, an arc of 192.22 feet and a chord which bears North  $63^{\circ}52'19''$  East for 190.20 feet; thence proceed northeasterly along said Southerly right of way margin and along the arc of said curve, 192.22 feet to the end of said curve; thence North  $78^{\circ}16'17''$  East, along said Southerly right of way margin, 125.18 feet to the beginning of a curve to the left, said curve having a central angle of  $8^{\circ}19'15''$ , a radius of 546.00 feet, an arc of 79.29 feet and a chord which bears North  $74^{\circ}06'40''$  East for 79.22 feet; thence proceed northeasterly along said Southerly right of way margin and along the arc of said curve, 79.29 feet to the point of beginning.