

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

1. Debtor(s) (last name first) and address(es)  
**MARK-POINT PROPERTIES, INC.,**  
 an Alabama corporation  
 1722 2nd Avenue North  
 Bessemer, Alabama 35020  
 Attn: Robert E. Paden

2. Secured Party (ies) and address(es)  
**THE OHIO NATIONAL LIFE**  
 INSURANCE COMPANY  
 237 William Taft Road  
 Cincinnati, Ohio 45219  
 Attn: Real Estate & Mortgages

3. Filing Officer (Date, Time, No., and  
 Filing Office)  
 A. SHELBY CO.  
 I CERTIFY THIS  
 INSTRUMENT WAS FILED

4.  Debtor is a utility.

5. This 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 Schedule A attached hereto located on the real property described on Exhibit A attached hereto.

*TAX Pd on Mtg 280-962*

Complete only when filing with the Judge of Probate:

6. The initial indebtedness secured by this financing statement is \$ 2,275,000.00.  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)

7. Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$15.00

No. of additional sheets presented 2

8. Check X if covered:  Products of Collateral are also covered.

9. 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

Filed with: Judge of Probate of Shelby County, Alabama

**MARK-POINT PROPERTIES, INC.**

BY: *Eddie Robert Gilmore*  
 Signature(s) of Debtor(s)  
 ITS: (1) FILING OFFICER COPY-ALPHABETICAL

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

024870

SCHEDULE A

All tangible personal property owned by Debtor and now or at any time hereafter located on or at the real estate described in Exhibit A attached hereto, or used in connection therewith, including, but not limited to: all goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarm systems, office air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor or outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including ice boxes, refrigerators, fans, heaters, stoves, water heaters and incinerators), inventory, rugs, carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers and other lighting fixtures and office maintenance and other supplies; including, but not limited to, all refrigerators, ranges, dishwashers, disposals and hoods.

Together with all rents, issues, profits, royalties or other benefits derived from the real estate, and together with all leases or subleases covering any portion of the real estate described in Exhibit A, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature, and together with all additions and accessions thereto and replacements thereof; and together with all proceeds or sums payable in lieu of or as compensation for the loss or damage to any property covered hereby or the real property upon which said property covered hereby is or may be located; all rights in and to all pertinent present and future fire and/or hazard insurance policies; all fixtures; and together with all additions and accessions thereto and replacements thereof.

All fixtures, machinery, equipment, furniture and furnishings 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 property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing; all building materials, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by the Debtors for the purpose of being used or useful in connection with the improvements located or to be located on the hereinabove described real estate, whether such materials, equipment, fixtures and fittings are actually located on or adjacent to said real estate or not, and whether in storage or otherwise, wheresoever the same may be located. Personal property herein conveyed and mortgaged shall include, 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, and in general all building materials and equipment of every kind and character used or useful in connection with said improvements.

EXHIBIT A

Part of the NE 1/4 of NW 1/4 of Section 15, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

From the Southwest 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 517.05 feet, more or less, to an existing iron pin; thence turn an angle to the right of  $89^{\circ}32'15''$  and run in an Easterly direction for a distance of 69.33 feet, more or less, to an existing iron pin being on the East right-of-way line of Caldwell Mill Road and being the point of beginning; thence continue along last mentioned course for a distance of 556.39 feet to an existing iron pin; thence turn an angle to the right of  $90^{\circ}27'14''$  and run in a Southerly direction for a distance of 204.51 feet to an existing iron pin being on the North right-of-way line of Valleydale Road; thence turn an angle to the right ( $72^{\circ}24'15''$  to chord) and run in a Southwesterly direction along the curved Northwest right-of-way line of said Valleydale Road (said curve being concave in a Southeasterly direction and having a radius of 723.85 feet and a central angle of  $31^{\circ}12'22''$ ) for a distance of 394.24 feet to an existing iron pin; thence turn an angle to the right ( $32^{\circ}28'34''$  from last mentioned chord line) and run in a Northwesterly direction for a distance of 100.00 feet to an existing iron pin being on the East right-of-way line of Caldwell Mill Road; thence turn an angle to the right and run in a Northwesterly and Northerly direction along said East right-of-way line of Caldwell Mill Road for a distance of 306.57 feet, more or less, to the point of beginning.