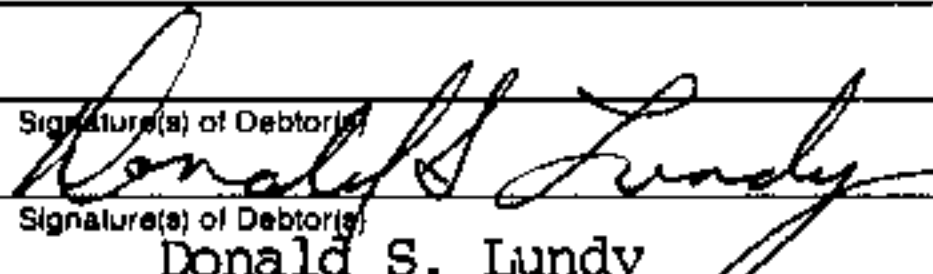
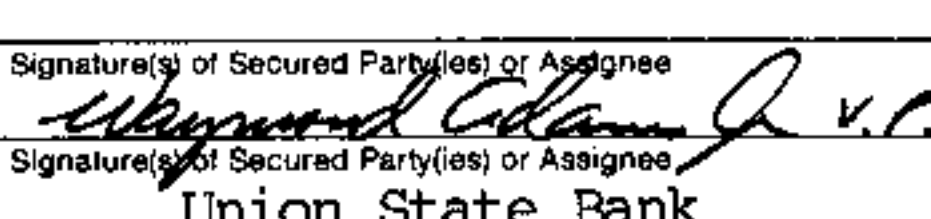


STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT
FORM UCC-1 ALA.

Important: Read Instructions on Back Before Filling out Form.

<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: Union State Bank P. O. Box 647 Pell City, Al. 35125 Pre-paid Acct. # _____		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office <div style="text-align: center;">Inst # 1992-28000 11/24/1992-28000 08:30 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 14.00 002 MCD</div>	
2. Name and Address of Debtor (Last Name First if a Person) Lundy, Donald S. 3005 Alisa Way Birmingham, Al. 35243 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			
3. SECURED PARTY (Last Name First if a Person) Union State Bank P. O. Box 647 Pell City, Al. 35125 Social Security/Tax ID # _____		4. 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: (1) Ford Tractor 1910 Model #AP313A S/N UP06109 with Engine #T853A-16612; (1) Bush Hog Mower; (1) Ford Mower Attachment for Tractor; (1) Kuhn Landscaper; (1) Imco Landscaper; (1) Imco Auger; (1) Triangle Lift Attachment; (1) Troy Bilt 7 H.P. Tiller; (1) Shredder; (1) Sears Craftsman Compressor; (1) Turflite 3.5 H.P. Lawnmower; (1) Black & Decker Circular Saw; (1) Sears Craftsman 10" Table Saw; (1) Honda 3 Wheeler & Trailer - Big Red; (1) Ford LT8 Riding Lawn Mower S/N YC01193-6K10151; (1) Kohler Generator 3500; and all miscellaneous gardening equipment, hand tools, rakes, shears, wheelbarrows; carts, gas cans, shovels, including all parts and attachments, and any other such farming or gardening equipment. Physical address of equipment: Rt 3, 1546 Highway 43, Pell City, Al. Check X if covered: <input 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): <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> already subject to a security interest in another jurisdiction when debtor's location changed to this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest is perfected. <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.		7. Complete only when filing with the Judge of Probate: The Initial indebtedness secured by this financing statement is \$ _____ Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ _____ 8. <input 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)	
Signature(s) of Debtor(s)  Donald S. Lundy Type Name of Individual or Business		Signature(s) of Secured Party(ies) or Assignee  Union State Bank Type Name of Individual or Business	

(1) FILING OFFICER COPY — ALPHABETICAL
(2) FILING OFFICER COPY — NUMERICAL

(3) FILING OFFICER COPY — ACKNOWLEDGEMENT
(4) FILE COPY — SECOND PARTY(S)

(5) FILE COPY DEBTOR(S)

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1
Approved by The Secretary of State of Alabama

The true consideration of this instrument is \$320,000.00, with the remaining being interest and other miscellaneous charges.

THE STATE OF ALABAMA
ST. CLAIR COUNTY

MORTGAGE

THIS MORTGAGE, made and entered into on this, the 8th day of September, 19 92, by and between

Donald S. Lundy, a single man

24575

parties of the first part, and UNION STATE BANK, Pell City, Alabama, party of the second part,
WITNESSETH, THAT WHEREAS, parties of the first part are justly indebted to party of the second part in the

sum of THREE HUNDRED TWENTY THOUSAND AND NO/100-----Dollars,
7.00% interest from date, variable at Union State Bank Prime + 1.0% adjustable annually on September 8th, not to

evidenced by one or more promissory note(s), payable at Union State Bank, Pell City, Alabama. The balance of the said indebtedness with all

interest thereon matures and is payable on the _____ day of _____,
19_____, or in monthly installments of \$ 2,336.95 each, commencing on the 8th day of

October, 19 92, and on the 8th day of each month thereafter until entire amount, principal

and interest, is fully paid.

NOW, THEREFORE, IN CONSIDERATION of said indebtedness and in order to secure the same, and any other indebtedness or obligation of parties of the first part, or either of them, to party of the second part, whether as principal debtor, endorser, guarantor, or otherwise, whether now existing or hereafter incurred, parties of the first part do hereby grant, bargain, sell and convey unto party of the second part the following described property, to-wit:

EXHIBIT "A"

Part of the NW¼ of NE¼ of Section 4, Township 18 South, Range 2 East, Shelby County, Alabama and the SW¼ of the SE¼ of Section 33, Township 17 South, Range 2 East, St. Clair County, Alabama and being more particularly described as follows:

Commence at the NE corner of Section 4, Township 18 South, Range 2 East and run West along the North line of said Section 1887 feet, more or less, to an accepted fence line, the point of beginning; thence 90°17'19" right and run along said fence line as it meanders North-easterly 1050.6 feet, more or less; thence 116°12'23" left along said fence line as it meanders Southwesterly 830.9 feet, more or less; thence 63°15'12" left and follow said fence line as it meanders Southwesterly 1995.8 feet, more or less; thence 89°53'47" left and follow said fence line as it meanders Southeasterly 764.4 feet, more or less; thence 90°38'36" left and follow said fence line as it meanders Northeasterly 1320.7 feet, more or less, to the point of beginning.

This mortgage subject to that certain Security Agreement dated September 8, 1992.

11/24/1992-28000
08:30 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 14.00

Inst # 1992-28000

WILLIAM WYATT, JR.
JUDGE OF PROBATE

32 SEP 28 PM 1 37

RECORDED IN ABOVE
MORTGAGE VOL & PAGE
FILED PELL CITY, AL

342 0241

Inst # 1992-24542
10/26/1992-24542
09:33 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 10.00