

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

Important: Read Instructions on Back Before Filling out Form.

REORDER FROM
Registers, Inc.
514 PIERCE ST.
P.O. BOX 218
ANOKA, MN. 55303
(612) 421-1713

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).		No. of Additional Sheets Presented 6	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
1. Return copy or recorded original to: Patricia S. Herring Maynard, Cooper & Gale, P.C. 1901 Sixth Avenue North Suite 2400 AmSouth/Harbert Plaza Birmingham, AL 35203-2602			THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office Inst # 1993-12895 05/06/1993-12895 02:15 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 007 MCD 19.00
2. Name and Address of Debtor (Last Name First if a Person) George Hontzas 112 21st Street North Birmingham, Alabama 35203			
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person) Social Security/Tax ID # [REDACTED]			
2B. Name and Address of Debtor (IF ANY) (Last Name First if a Person) Social Security/Tax ID # [REDACTED]			
<input type="checkbox"/> Additional debtors on attached UCC-E			FILED WITH: Judge of Probate Shelby County
3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person) National Bank of Commerce of Birmingham P. O. Box 10686 Birmingham, AL 35202-0686			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: See Schedule I attached hereto and made a part hereof.			

This financing statement is given as additional security to Mortgage, Security Agreement and Assignment of Rents and Leases dated 4-7-93 by the debtor in favor of Secured Party and recorded in Book Inst # 1993
Page 12894

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

300	---
500	---
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Check X if covered: <input checked="" type="checkbox"/> Products of Collateral are also covered		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. 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.		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)
George Hontzas Signature(s) of Debtor(s)		Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature — see Box 6)
National Bank of Commerce of Birmingham Signature(s) of Secured Party(ies) or Assignee By: <u>[Signature]</u> Its: <u>Executive Vice President</u>		
Type Name of Individual or Business		Type Name of Individual or Business

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

(3) FILING OFFICER COPY - ACKNOWLEDGEMENT
(4) FILE COPY - SECURED

(5) FILE COPY DEBTOR(S)

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

**SCHEDULE I
TO
FINANCING STATEMENT**

This financing statement covers the following items (or types) of property:

(a) **Land.** All those certain lot(s), piece(s) or parcel(s) of land located in Jefferson and Shelby Counties, Alabama more particularly described in Exhibit A, as the description of the same may be amended or supplemented from time to time, and all and singular the reversions and remainders in and to said land and the tenements, hereditaments, easements, rights-of-way or use, rights (including mineral and mining rights, and all water, oil and gas rights), privileges, royalties and appurtenances to said land, now or hereafter belonging or in anywise appertaining thereto, including any right, title, interest in, to or under any agreement or right granting, conveying or creating, for the benefit of said land, any easement, right or license in any way affecting other property and in, to or under any streets, ways, alleys, vaults, gores or strips of land adjoining said land or any parcel thereof, or in or to the air space over said land, all rights of ingress and egress by motor vehicles to parking facilities on or within said land, and all claims or demands of the Debtor either at law or in equity, in possession or expectancy of, in or to the same (all of the foregoing hereinafter collectively called the "Land").

(b) **Improvements.** All buildings, structures, facilities and other improvements now or hereafter located on the Land, and all building material, building equipment and fixtures of every kind and nature now or hereafter located on the Land or attached to, contained in, or used in connection with, any such buildings, structures, facilities or other improvements, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, now owned or hereafter acquired by the Debtor (all of the foregoing hereinafter collectively called the "Improvements," and together with the Land called the "Real Property").

(c) **Personal Property.** All chattels and other articles of personal property and fixtures, both tangible and intangible (including appurtenances, additions and accessions thereto and replacements, substitutions, betterments and renewals thereof), of every kind or character now owned or hereafter constructed, created or acquired by the Debtor and attached to the Real Property; or placed on the Real Property and used or useful in connection with, or in any way appertaining or relating to, the Real Property (or the operations of the Debtor thereon) though not attached to the Real Property; or for which the proceeds of any credit secured by this financing statement have been or may be advanced, wherever the same may be located; including: (i) all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows, hardware, wires, wiring and other building materials; and (ii) all machinery, equipment, appliances and fixtures for generating or distributing air, water, heat, electricity, light, fuel or refrigeration, or for incinerating or compacting plants, or for ventilating or sanitary purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse, sewage, or garbage, and all furniture, furnishings, decorations, art, mirrors, wall-beds, wall-safes, built-in furniture, appliances and installations, linens, towels, cutlery, dishes, shelving, partitions, screens, doorstops, vaults, elevators, escalators, dumbwaiters,

awnings, window shades, venetian blinds, curtains, window treatments, light fixtures, bathroom fixtures, fire hoses and brackets and boxes for same, fire sprinklers, alarm systems, drapery rods and brackets, screens, storm doors and windows, linoleum, carpets, rugs, wall coverings, plumbing, laundry and drying equipment, vacuum and other cleaning systems and equipment, call systems, switchboards, iceboxes, refrigerators, heating units, dishwashing equipment, stoves, ovens, water heaters, generators, tanks, motors, engines, boilers, furnaces, incinerators, garbage disposers, video and audio equipment, entertainment equipment and systems, recreation equipment, communication systems, and signage and graphics (all of the foregoing hereinafter collectively called the "Personal Property").

(d) **Tenant Leases and Rents.** (i) All leases, subleases, lettings and licenses, and other use and occupancy agreements, written or oral, covering any of the Real Property or Personal Property with respect to which the Debtor is the lessor, licensor or sublessor, including any of the same now in existence, and any and all other such agreements hereafter made or entered into (all of the foregoing hereinafter collectively called the "Tenant Leases"); (ii) any and all guaranties of the performance of the lessee, licensee, sublessee or occupant (all of the foregoing hereinafter collectively called the "Tenants") under any of the Tenant Leases; (iii) the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or that may become due or to which the Debtor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Tenant Leases, the Real Property, the Personal Property, or any part thereof, including minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any Tenant upon the exercise of any cancellation privilege provided for in any of the Tenant Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Real Property or Personal Property, together with any and all rights and claims of any kind that the Debtor may have against any Tenant; and (iv) any award, dividend or other payment made hereafter to the Debtor in any court procedure involving any of the Tenants in any bankruptcy, insolvency or reorganization proceedings before any Governmental Authority and any and all payments made by Tenants in lieu of rent.

(e) **Insurance Policies.** All policies of hazard insurance now or hereafter in effect that insure the Improvements, the Personal Property, or any part thereof, together with all right, title and interest of the Debtor in and to each and every such policy, including any premiums paid and rights to returned premiums.

(f) **Litigation Awards.** All judgments, damages, settlements, awards, payments and compensation, including all interest thereon, together with the right to receive the same, that may be made or due to the Debtor or any subsequent owner of any of the Real Property, the Personal Property or any other property or rights conveyed or encumbered hereby, as a result of (i) the exercise of the right of eminent domain or condemnation, (ii) the alteration of the grade or of any street or (iii) any other injury to or diminution or decrease in value of the Real Property, the Personal Property, the Tenant Leases, the Rents or any other such property or rights.

(g) **General Intangibles and Agreements.** (i) All general intangibles relating to the development or use of the Real Property, the Personal Property, or any other property or rights conveyed or encumbered hereby, or the management and operation of any business of the Debtor thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals and other trade secrets; (ii) the good will of any business conducted or operated on the Real Property, all governmental licenses and permits relating to the construction, renovation or operation thereof, and all names under or by which the same may at any time be operated or known and all rights to carry on business under any such names or any variant thereof; and (iii) and all contracts and agreements (including leasing, management, operating and concession agreements) affecting the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage to which this financing statement relates, or used or useful in connection therewith, whether now or hereafter entered into.

(h) **Supplemental Documents.** All changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing.

(i) **Proceeds.** All proceeds (including insurance proceeds) of any of the foregoing, or of any part thereof.

(j) **Other Property.** Any and all other real or personal property, rights, titles and interests from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred to Secured Party, or in which the Secured Party is granted a security interest, as and for additional security hereunder by the Debtor, or by anyone on behalf of, or with the written consent of, the Debtor.

Some of the above-described property is now, or may in the future become, affixed to the Land described in Exhibit A. The Debtor is a record owner of the Land.

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

EXHIBIT A

PARCEL I
(Personal Residence)

Lot 2, in Block 1, according to the Survey of River Oaks, Hampshire Sector, as recorded in Map Book 86, Page 42, in the Office of the Judge of Probate of Jefferson County, Alabama.

PARCEL II
("Mr. Transmission Property")

Commence at the Southeast corner of the Northeast Quarter of the Southwest Quarter of Section 1, Township 19 South, Range 3 West; thence run West along the South line of said Quarter-Quarter section for 604.85 feet to a point on the Easterly right of way line of U.S. Highway No. 31 South; thence 83 degrees 36 minutes right and run Northwesterly along said right of way line of 122.27 feet; thence 90 degrees 00 minutes right and run Northeasterly for 20.0 feet; thence 90 degrees 00 minutes left and run Northwesterly along said right of way line for 277.73 feet to the point of beginning of the parcel herein described; thence continue Northwesterly along said right of way line for 119.40 feet to the beginning of a curve to the right, said curve is a spiral curve and has a deflection angle of 0 degrees 08 minutes right to a chord measuring 80.60 feet; thence run Northwesterly along said spiral curve and along said right of way line 80.60 feet to the Southwest corner of a lot previously conveyed to The American Oil Company and recorded in Volume 6753, page 661; thence from said chord turn 105 degrees 57 minutes right and run Easterly along the South line of said American Oil Company lot for 96.25 feet (deed 95.78 feet) to a point on the Westerly right of way line of the Old Montgomery Highway; thence 66 degrees 21 minutes right and run Southeasterly along said Westerly right of way line for 200.0 feet; thence 109 degrees 24 minutes right and run Westerly for 121.55 feet to the point of beginning.

PARCEL III
(Farm Property)

All that part of the West half of Section 13, Township 19 South, Range 2 East, lying North and West of the Atlantic Coast Line Railroad; being situated in Shelby County, Alabama.

PARCEL IV
(Rental Property)

Commence at the Southwest corner of the Southeast quarter of Section 28, Township 19 South, Range 2 East, Shelby County, Alabama, thence proceed North 47 degrees 30 minutes East for a distance of 109.15 feet to a point; thence turn 13 degrees 15 minutes to the left and proceed North 34 degrees 15 minutes East for a distance of 1505.5 feet to a point on the Easterly right-of-way line of Alabama No. 25 Highway and the point of beginning of land herein described; from this beginning point continue North 34 degrees 15 minutes East along the easterly right-of-way of said highway for a distance of 150 feet; thence turn an angle of 86 degrees 25 minutes to the right and proceeds South 59 degrees 20 minutes East for a distance of 142.8 feet; thence turn an angle of 94 degrees 00 minutes to the right and proceed South 34 degrees 40 minutes West for a distance of 93.1 feet; thence turn an angle of 63 degrees 11 minutes to the right and proceed North 82 degrees 09 minutes West for a distance of 157.2 feet to the point of beginning. Situated in Southeast Quarter of Section 28, Township 19 South, Range 2 East. Situated in Shelby County, Alabama.

PARCEL V
(Rental Property)

A parcel of land located in the Southwest quarter of the Southeast quarter of Section 28, Township 19 South, Range 2 East, Shelby County, Alabama, described as follows:

Commence at the Southwest corner of said quarter-quarter section; thence with a front site along the South line of said quarter-quarter section turn left 54 degrees 59 minutes and run North 35 degrees 48 minutes East a distance of 760.58 feet; thence turn left 01 degree 27 minutes and run North 34 degrees 21 minutes East a distance of 260.10 feet; thence turn right 77 degrees 42 minutes 18 seconds a distance of 29.33 feet to the point of beginning; said point being on the right-of-way of Highway #25; thence continue last course a distance of 96.87 feet to an existing iron pin; thence turn right 00 degrees 04 minutes 09 seconds a distance of 107.54 feet to an existing iron pin on the Westerly side of a paved street; thence turn right 95 degrees 28 minutes 06 seconds along said street a distance of 134.65 feet to an existing iron pin; thence turn right 04 degrees 38 minutes 00 seconds along said street a distance of 119.50 feet to the Northerly right-of-way of Highway #280; thence turn right 80 degrees 54 minutes 11 seconds along said right of way a distance of 52.28 feet; thence turn right 49 degrees 07 minutes 49 seconds along said right-of-way a distance of 28.30 feet to an existing iron; thence turn right 45 degrees 00 minutes 00 seconds a distance of 99.42 feet to an existing iron; thence left 45 degrees 00 minutes 00 seconds a distance of 75.01 feet to an existing iron; thence turn left 128 degrees 44 minutes 40 seconds a distance of 90.00 feet to an existing iron pin on the right-of-way flare back line at the intersection of Highway #280 and Highway #25; thence turn right 128 degrees 44 minutes 00 seconds along said flare back line a distance of 84.19 feet to the Easterly right of way of said Highway #25; thence turn right 46 degrees 15 minutes 15 seconds along said right-of-way a distance of 96.75 feet to the point of beginning.

Inst # 1993-12895

05/06/1993-12895
02:15 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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