

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: Kimberly G. Gordon Walston, Stabler, Wells, Anderson & Bains P.O. Box 830642 Birmingham, AL 35283-0642 Pre-paid Acct # _____		<div style="writing-mode: vertical-rl; transform: rotate(180deg);"> Inst. # 1993-26146 08/30/1993-26146 02:05 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 004 NCD 18.00 </div>
2. Name and Address of Debtor (Last Name First if a Person) Young & Gravlee Properties #2 of Birmingham, Alabama 3021 Lorna Road, Suite 100 Birmingham, Alabama 35216 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) AmSouth Bank N.A. P.O. Box 11007 Birmingham, AL 35288 Social Security/Tax ID # _____		4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person) Judge of Probate of Shelby County
<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 for the property covered by this UCC-1, some of which property may be fixtures on the real estate described on Exhibit A attached hereto, of which the Debtor is the record owner. Filed as additional security for mortgage recorded of even date herewith, on which tax has been paid.		
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) <i>Robert R. Young, MR as General Partner</i> Young & Gravlee Properties #2 of Birmingham, Alabama		Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature — see Box 6) Signature(s) of Secured Party(ies) or Assignee Signature(s) of Secured Party(ies) or Assignee Type Name of Individual or Business

SCHEDULE I to
UCC-1

- A. The real estate described on Exhibit A attached hereto and made a part hereof (the "Real Estate") and all improvements, structures, buildings and fixtures now or hereafter situated thereon (the "Improvements").
- B. All permits, easements, licenses, rights-of-way, contracts, privileges, immunities, tenements and hereditaments now or hereafter pertaining to or affecting the Real Estate or the Improvements.
- C. (i) All leases, written or oral, and all agreements for use or occupancy of any portion of the Real Estate or the Improvements with respect to which the Debtor is the lessor, any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Real Estate or the Improvements (all such leases, subleases, agreements and tenancies heretofore mentioned, being hereinafter collectively referred to as the "Leases");
- (ii) any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;
- (iii) the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which 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 Leases or from or out of the Real Estate or any of the Improvements, or any part thereof, including, but not limited to, 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 lessee upon the exercise of any cancellation privilege provided for in any of the 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 Estate or the Improvements, together with any and all rights and claims of any kind that the Debtor may have against any such lessee under the Leases or against any subtenants or occupants of the Real Estate or any of the Improvements, all such moneys, rights and claims in this paragraph

described being hereinafter referred to as the "Rents";
and

(iv) any award, dividend or other payment made hereafter to the Debtor in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent.

- D. All building materials, equipment, fixtures, tools, apparatus and fittings of every kind or character now owned or hereafter acquired by the Debtor for the purpose of, or used or useful in connection with, the Improvements, wherever the same may be located, including, without limitation, all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows, hardware, nails, wires, wiring, engines, boilers, furnaces, tanks, motors, generators, switchboards, elevators, escalators, plumbing, plumbing fixtures, air-conditioning and heating equipment and appliances, electrical and gas equipment and appliances, stoves, refrigerators, dishwashers, hot water heaters, garbage disposers, trash compactors, other appliances, carpets, rugs, window treatments, lighting, fixtures, pipes, piping, decorative fixtures, and all other building materials, equipment and fixtures of every kind and character used or useful in connection with the Improvements.

EXHIBIT A TO
UCC-1

A parcel of land situated in the North 1/2 of the SW 1/4 of Section 25, Township 20 South, Range 3 West, described as follows: Commence at the NE corner of the SW 1/4 of Section 25 and go South 88 deg. 40 min. West along the North boundary of said 1/4 section 1567.66 feet to the East right of way of U.S. Highway 31; thence run South 13 deg. 13 min. West along said right of way for 125.00 feet to the Point of Beginning; thence continue South 13 deg. 13 min. West along said right of way for 133.03 feet; thence run North 88 deg. 43 min. 49 sec. East for 200.00 feet; thence run North 13 deg. 16 min. 02 sec. East for 132.69 feet; thence South 88 deg. 49 min. 53 sec. West for 200.00 feet to the Point of Beginning.

Inst # 1993-26146

08/30/1993-26146
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SHELBY COUNTY JUDGE OF PROBATE
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