

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

Important: Read Instructions on Back Before Filling out Form.

REORDER FROM
Registré, 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: 5	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
1. Return copy or recorded original to: Thomas C. Clark III Maynard, Cooper & Gale P.C. 1901 Sixth Ave. N., Ste. 2400 Birmingham, Alabama 35203 Pre-paid Acct. # _____		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office <div style="transform: rotate(-90deg); transform-origin: center;">Inst # 1993-34584</div> <div style="transform: rotate(-90deg); transform-origin: center;">11/03/1993-34584 01:52 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 006 MJS 21.00</div>
2. Name and Address of Debtor (Last Name First if a Person) Howard J. and Mary Jane Butler 110 Walker Drive Trussville, Alabama 35173 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. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person) National Bank of Commerce of Birmingham 1927 First Avenue N. Birmingham, Alabama 35201 Social Security/Tax ID # _____ <input type="checkbox"/> Additional secured parties on attached UCC-E		4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person) FILED WITH: Shelby County Judge of Probate

See Schedule 1 attached hereto and made a part hereof.

This financing statement is given as additional security to that certain Mortgage, Security Agreement and Assignment of Rents and Leases dated October 26, 1993 by the debtor in favor of the secured party and recorded in _____.

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

000	500
100	600
200	700
300	800

Check X if covered: <input checked="" 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) Howard J. Butler Signature(s) of Debtor(s) Mary Jane Butler Type Name of Individual or Business	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: _____ Signature(s) of Secured Party(ies) or Assignee Its: _____ Type Name of Individual or Business

**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, St. Clair 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:

(Legal Description)

Part of the NW Quarter of Section 30, Township 16 South, Range 1 East situated in Jefferson County, Alabama, more particularly described as follows:

Begin at the NW corner of Section 30, Township 16 South, Range 1 East the point of beginning; thence run East along the North line of said Section 30 a distance of 2721.6 feet to the Northeast corner of the Northwest quarter of said Section 30 turn right an angle of 91 degrees 51 minutes 28 seconds and run South along the East line of said Northwest Quarter a distance of 1663.8 feet; thence turn an angle of 54 degrees 30 minutes and run Southwesterly a distance of 491.67 feet to the North boundary of County Road turn right an angle of 49 degrees 01 minute 52 seconds and follow said boundary as it now meanders along the following courses; run a distance of 587.74 feet; thence turn left an angle of 15 degrees 53 minutes 30 seconds a distance of 451.97 feet turn left an angle of 17 degrees 27 minutes a distance of 376.66 feet turn left an angle of 13 degrees 43 minutes a distance of 577.74 feet turn right an angle of 4 degrees 20 seconds a distance of 299.98 feet; turn right an angle of 5 degrees 36 minutes 28 seconds a distance of 209.80 feet to point at which said boundary of said road intersects West line of said Section 30 turn right an angle of 113 degrees 29 minutes 42 seconds and run North along West line a distance of 2419.48 feet to point of beginning.

Parcel II:

A part of Section 28, Township 16 South, Range 2 East, and described as follows:

Begin at the Northeast corner of the Northwest 1/4 of Southeast 1/4 of Section 28, Township 16 South, Range 2 East, thence South along the East line of said 1/4-1/4 section 1015.16 feet to the Northwesterly right of way line of Kelly Creek Road; thence 61 degrees 57 minutes 30 seconds right Southwest along said right of way, 288.28 feet to the point of a curve to the right having a central angle of 3 degrees 25 minutes 30 seconds a radius of 5583.68 feet; thence along the arc of said curve 333.74 feet to the point of a reverse curve to the left having a central angle of 26 degrees 32 minutes a radius of 816.90 feet; thence along the arc of said curve 378.31 feet to the point of tangent; thence Southwest along said tangent 366.92 feet to the point of a curve to the left having a central angle of 2 degrees 01 minute a radius of 2871.01 feet; thence along the arc of said curve 101.06 feet to the point of tangent; thence Southwest along said tangent 151.41 feet; thence 81 degrees 30 minutes 30 seconds right (leaving right of way) 129.10 feet; thence 117 degrees 48 minutes left South along the West line of the Southwest 1/4 of Southeast 1/4 of said Section 28, 230.84 feet to the Northwest right of way line of Kelly Creek Road; thence 30 degrees 58 minutes 30 seconds right Southwest along said right of way 191.57 feet to the point of a curve to the right having a central angle of 7 degrees 01 minute 30 seconds a radius of 1597.22 feet; thence along the arc of said curve 196.02 feet to the point of tangent; thence Southwest along said tangent 198.64 feet; thence 86 degrees 15 minutes right Northwest 18.09 feet; thence 1 degree 23 minutes left Northwest 404.96 feet; thence 3 degrees 02 minutes right Northwest 282.88 feet; thence 15 degrees 47 minutes 11 seconds right Northwest 279.24 feet; thence 9 degrees 51 minutes 57 seconds right Northwest 163.54 feet; thence 7 degrees 20 minutes 21 seconds left Northwest 104.25 feet; thence 8 degrees 56 minutes 50 seconds left Northwest 104.82 feet; thence 44 degrees 52 minutes 23 seconds right North 394.19 feet to the Southeast corner of the Northwest 1/4 of Southwest 1/4 of said Section 28; thence 91 degrees 10 minutes 38 seconds left West along the South line of said 1/4-1/4 section 1302.31 feet to the Southwest corner of aforesaid 1/4-1/4 section; thence 90 degrees 55 minutes 40 seconds to the right along the West line of Section 28, 2653.10 feet to the Northwest corner of Southwest 1/4 of Northwest 1/4 of said Section 28; thence 19 degrees 14 minutes 20 seconds to the right East and along the North line of the South 1/2 of the North 1/2 of said Section 28, 4871.00 feet; thence 90 degrees 15 minutes 37 seconds right South 1318.74 feet to the South line of the Southeast 1/4 of Northeast 1/4 of said Section 28; thence 89 degrees 38 minutes 34 seconds right West along the South line of aforesaid 1/4-1/4 section 947.48 feet to the point of beginning, situated in St. Clair County, Alabama.

Exhibit A

(Legal Description)

Parcel III:

Part of Lot D in the Survey of Walker Lands Map of which is recorded in Deed Book 104, Page 94, in the Probate Office of Shelby County, Alabama, and being more particularly described as follows:

From the SW corner of the NW 1/4 of Section 13, Township 20 South, Range 3 West, run thence East along the South line of said 1/4 section a distance of 126.08 feet to the point of beginning of the property hereby described; from the point of beginning thus obtained, turn thence left with an angle of 81 degrees 53 minutes 40 seconds and run Northerly a distance of 275.0 feet; thence turn right an angle of 82 degrees 24 minutes and run a distance of 225.0 feet to the West line of the present U.S. Highway #31; thence right and along the West line of said highway a distance of 275 feet to the South line of said NW 1/4; thence Westerly 225.0 feet to the Point of Beginning.

Inst # 1993-34584

11/03/1993-34584
01:52 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 HJS 21.00