

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

**Important: Read Instructions on Back Before Filling out Form.**

REORDER FROM  
**Registre, 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:	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
1. Return copy or recorded original to:  Claude McCain Moncus Corley, Moncus & Ward, P.C. 2100 SouthBridge Parkway Suite 650 Birmingham, AL 35209  Pre-paid Acct. # _____		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office   <div style="transform: rotate(-90deg); transform-origin: center;">             Inst # 1994-00636               01/07/1994-00636              11:11 AM CERTIFIED              SHELBY COUNTY JUDGE OF PROBATE              028 MCD              1800           </div>
2. Name and Address of Debtor (Last Name First if a Person)  ST. CHARLES PLACE, an Alabama General Partnership c/o Steven E. Chambers 1100 Lakeridge Drive Hoover, AL 35244  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)  BANK OF ALABAMA 2100 SouthBridge Parkway Suite 635 Birmingham, AL 35209  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		FILED WITH: JUDGE OF PROBATE (Given as additional Security)
5. The Financing Statement Covers the Following Types (or items) of Property:  All of the fixtures, equipment, furniture, furnishings and 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 in Exhibit "A" attached hereto.		
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)
ST. CHARLES PLACE, an Alabama General Partnership Signature(s) of Debtor(s) BY: <u>[Signature]</u> Signature(s) of Debtor(s) STEVEN E. CHAMBERS Its General Partner Type Name of Individual or Business		BANK OF ALABAMA Signature(s) of Secured Party(ies) or Assignee BY: <u>[Signature]</u> Signature(s) of Secured Party(ies) or Assignee Its: <u>[Signature]</u> Type Name of Individual or Business

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

100	
300	
302	
500	

### Schedule "A"

(A) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Borrower and 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, substitutions, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the Land or not and whether in storage or otherwise wheresoever the same may be located;

(B) Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, leases, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Borrower, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Borrower of, in and to the same, including but not limited to:

(i) All rents, royalties, profits, issues and revenues of the Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created; and

(ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Mortgaged Property or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Property or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Lender is hereby authorized on behalf and in the name of

Borrower to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Lender may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' fees, on any of the indebtedness secured hereby in such manner as it elects, or at its option, the entire amount or any part thereof so received may be released.

(C) The Plans and Specifications specified in the Construction Loan Agreement, Borrower's books and records relating to the Mortgaged Property or construction of the improvements thereon or any part thereof, all contracts now or hereafter made by Borrower relating to the Mortgaged Property or the construction of the improvements thereon or any part thereof, and all bonds and other guarantees of performance in favor of Borrower or with respect to any such contracts, all sales contracts for the purchase of lots in the proposed subdivision, and the proceeds therefrom, including Borrower's right to the earnest money deposits made pursuant to the sales contracts provided by the Borrower in favor of others;

(D) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a), (b) or (c) above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the foregoing items or types of property described in (a), (b) or (c) above.



# Exhibit "A"

## (LEGAL DESCRIPTION)

Inst # 1994-00635

Commence at the northwest corner of the southeast quarter of the northwest quarter of Section 21, Township 20 South, Range 3 West; thence run south along the west line of said quarter-quarter section for a distance of 226.84 feet to a point on the southeasterly boundary of an Alabama Power Company right-of-way as recorded in Map Book 360, Page 59 in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an interior angle to the right of 25 degrees 19 minutes 32 seconds and run in a northeasterly direction for a distance of 555.18 feet along said right-of-way to the point of beginning of the herein described parcel; from the point of beginning thus obtained thence turn an interior angle to the left of 84 degrees 08 minutes 38 seconds and run in a southeasterly direction for a distance of 74.08 feet; thence turn an interior angle to the left of 159 degrees 24 minutes 04 seconds and run in a southeasterly direction for a distance of 733.00 feet; thence turn an interior angle to the right of 90 degrees 12 minutes 36 seconds and run in a northeasterly direction for a distance of 244.93 feet to a point on a curve to the right, said curve having a central angle of 3 degrees 35 minutes 33 seconds and a radius of 2506.07 feet; thence turn an interior angle to the right of 86 degrees 11 minutes 51 seconds to the tangent of said curve and run in a northwesterly direction along the arc of said curve for a distance of 157.13 feet to the end of said curve; thence run in a northwesterly direction along the tangent if extended to said curve for a distance of 312.87 feet; thence turn an interior angle to the left of 90 degrees 00 minutes 00 seconds and run in a northwesterly direction for a distance of 200.00 feet to a point on the southwesterly right-of-way line of Shelby County Highway Number 52; thence turn an interior angle to the right of 90 degrees 00 minutes 00 seconds and run in a northeasterly direction along said right-of-way for a distance of 50.00 feet; thence turn an interior angle to the right of 90 degrees 00 minutes 00 seconds and run in a southwesterly direction for a distance of 200.00 feet; thence turn an interior angle to the left of 90 degrees 00 minutes 00 seconds and run in a northwesterly direction for a distance of 226.00 feet to the point of commencement of a curve to the right, said curve having a central angle of 4 degrees 18 minutes 39 seconds and a radius of 2286.99 feet; thence run in a northwesterly direction along the arc of said curve for a distance of 172.07 feet to a point on the northwesterly right-of-way of said Alabama Power Company right-of-way; thence turn an interior angle to the right of 64 degrees 55 minutes 08 seconds from the tangent of said curve and run in a southwesterly direction along said right-of-way for a distance of 190.29 feet; thence turn an interior angle to the right of 174 degrees 18 minutes 55 seconds and run in a southwesterly direction along said right-of-way for a distance of 105.68 feet to the point of beginning. Said parcel contains 5.0291 acres.

01/07/1994-00635  
11:11 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 MCD 18.00