

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

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

Probate Office

The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n)

No. of Additional Sheets Presented: **3**

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Return copy or recorded original to:

John E. Hagefstration, Jr.  
Bradley, Arant, Rose & White  
1400 Park Place Tower  
2001 Park Place  
Birmingham, Alabama 35203  
Pre-paid Acct # \_\_\_\_\_

THIS SPACE FOR USE OF FILING OFFICER  
Date, Time, Number & Filing Office

Inst # 1994-27278  
09/02/1994-27278  
03:45 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 MCB 18.00

2. Name and Address of Debtor (Last Name First if a Person)

Pelham (WH) Ventures, Inc.  
201 Vulcan Road, Suite 110  
Birmingham, Alabama 35209

Social Security/Tax ID # \_\_\_\_\_

2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)

Social Security/Tax ID # \_\_\_\_\_

Additional debtors on attached UCC-E

3. SECURED PARTY (Last Name First if a Person)

First Commercial Bank  
P. O. Box 11746  
Birmingham, Alabama 35202-1746

Social Security/Tax ID # \_\_\_\_\_

4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)

Additional secured parties on attached UCC-E

5. The Financing Statement Covers the Following Types (or items) of Property:

The items and types of property described on the Schedule attached hereto which, together with the Exhibit or Exhibits thereto, are incorporated herein by reference.

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

DEBTOR IS RECORD OWNER OF REAL ESTATE  
CROSS REFERENCE IN REAL ESTATE MORTGAGE RECORDS  
Additional security for mortgage filed simultaneously herewith.

Check X if covered:  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)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- already subject to a security interest in another jurisdiction when debtor's location changed to this state.
- which is proceeds of the original collateral described above in which a security interest is perfected.
- acquired after a change of name, identity or corporate structure of debtor
- 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 \$ **5,250,000.00**

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ **7,875.00**

8.  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 Secured Party(ies)  
(Required only if filed without debtor's Signature — see Box 6)

Pelham (WH) Ventures, Inc.

Signature(s) of Debtor(s)

By: *Edward H. Mack*

Signature(s) of Debtor(s)

Its: *President*

Type Name of Individual or Business

Signature(s) of Secured Party(ies) or Assignee

Signature(s) of Secured Party(ies) or Assignee

Type Name of Individual or Business



**SCHEDULE 1  
TO  
UCC-1 FINANCING STATEMENT**

1. All of Debtor's right, title and interest in and to certain real property (the "Real Estate") more particularly described in Exhibit A attached hereto and made a part hereof;
2. All of Debtor's title and interest in and to any and all buildings, constructions and improvements now or hereafter erected in or on the Real Estate, including the fixtures and those attachments, appliances, equipment, machinery and other articles that are attached to said buildings, constructions and improvements, all of which shall be deemed and construed to be a part of the realty;
3. All right, title and interest of Debtor in and to all of the items incorporated as part of or attributed or affixed to any of the Real Estate or any other interest of Debtor, whether now owned or hereafter acquired, in, to or relating to the Real Estate, in such a manner that such items are no longer personal property under the law of the state where the property is situated;
4. All personal property including, without limitation, all supplies, equipment, tools, furniture, furnishings, fixtures, machinery and construction materials that Debtor now or hereafter owns or in which Debtor now or hereafter acquires an interest or right and that are now or hereafter located on or affixed to the Real Estate or used or useful in the operation, use or occupancy of the Real Estate or the construction of any improvement on the Real Estate, including any interest of Debtor in and to personal property that is leased or subject to any superior security interest and including all heating, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerating and/or compacting plants, systems, fixtures and equipment, elevators, escalators, sprinkler systems and other fire prevention and extinguishing apparatus and materials, vacuum cleaners, office furniture, telephones and telecommunication equipment, compartment safes, carpeting, window coverings and all proceeds of and substitutions and replacements for any such items;
5. All rents, issues, profits, royalties, income and other benefits derived from the Real Estate (collectively, the "Rents"), now or hereafter existing or entered into;
6. All interests, estates or other claims, both in law and in equity, that Debtor now has or may hereafter acquire in the Real Estate including, but not limited to all of Debtor's interest in any and all options to purchase the Real Estate that Debtor may have or may hereafter acquire;
7. All easements, rights-of-way and rights now owned or hereafter acquired by Debtor used in connection with or as a means of access to the Real Estate including all rights pursuant to any trackage agreement and all rights to the nonexclusive use of common drive entries, and all tenements, hereditaments and appurtenances of and to such easements

rights-of-way and rights, and all water and water rights and shares of stock evidencing the same;

8. All interests of Debtor as lessor or sublessor (and similar interests) in and to all leases or subleases covering all or any portion of the Real Estate, now or hereafter existing or entered into, and all right, title and interest of Debtor under such leases and subleases, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;
9. All right, title and interest now owned or hereafter acquired by Debtor in and to any greater estate in the Real Estate;
10. All right, title and interest now owned or hereafter acquired by Debtor in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Real Estate, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Real Estate;
11. All rights and interests of Debtor in, to and under all plans, specifications, maps, surveys, studies, reports, permits, licenses, architectural, engineering and construction contracts, books of account, insurance policies and other documents, of whatever kind or character, relating to use, construction upon, occupancy, leasing, sale or operation of the Real Estate; and
12. All of the estate, interest, right, title, other claim or demand, both in law and in equity, including claims or demands with respect to the proceeds of insurance, that Debtor now has or may hereafter acquire in the Real Estate, and other proceeds from sale or disposition of real or personal property hereby secured that Debtor now has or may hereafter acquire and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu of eminent domain, of the whole or any part of the Real Estate, including any award resulting from a change of grade of streets and any award for severance damages.



**EXHIBIT A  
TO  
UCC-1 FINANCING STATEMENT**

Legal Description

That certain parcel of land situated in Shelby County, Alabama, which is more particularly described as follows:

Commence at the Southwest corner of the Northeast one-quarter of the Southeast one-quarter of Section 14, Township 20 South, Range 3 West, thence run North along the West line of said quarter-quarter section line for a distance of 536.56 feet to a point on the Northwestern right-of-way line of Parker Drive; thence turn an angle to the right of 41 degrees 28 minutes 50 seconds and run in a Northeasterly direction along the Northwestern right-of-way line of Parker Drive for a distance of 390.82 feet to the point of beginning; thence continue Northeasterly along last described course for a distance of 479.94 feet to its intersection with the Southwesterly right-of-way line of the Atlantic Coast Line Railroad; thence turn an angle to the left of 90 degrees and run in a Northwesterly direction along said right-of-way of said railroad for a distance of 106.00 feet to the point of commencement of a curve to the left, said curve having a central angle of 04 degrees 15 minutes 02 seconds and a radius of 2741.56 feet; thence run in a Northeasterly direction along the arc of said curve and the Southwesterly right-of-way of said railroad for a distance of 203.39 feet to the end of said curve; thence run along the tangent extended from said curve and the Southwesterly right-of-way line of said railroad for a distance of 381.50 feet; thence turn an angle to the left of 85 degrees 45 minutes 23 seconds and run in a Southwesterly direction for a distance of 39.93 feet; thence turn an angle to the right of 98 degrees 51 minutes 17 seconds and run in a Northwesterly direction for a distance of 155.15 feet; thence turn an angle to the left of 17 degrees 02 minutes 34 seconds and run in a Northwesterly direction for a distance of 97.75 feet; thence turn an angle to the left of 80 degrees 46 minutes 57 seconds and run in a Southwesterly direction for a distance of 412.55 feet; thence turn an angle to the left of 90 degrees 01 minutes 36 seconds and run in a Southeasterly direction for a distance of 250.01 feet; thence turn an angle to the right of 90 degrees and run in a Southwesterly direction for a distance of 179.93 feet to a point on the Northeastern right-of-way line of Stuart Lane, thence turn an angle to the left of 90 degrees 05 minutes 15 seconds and run along said right-of-way line in a Southeasterly direction for a distance of 109.83 feet; thence turn an angle to the left of 89 degrees 53 minutes 26 seconds and run in a Northeasterly direction 179.63 feet; thence turn an angle to the right of 89 degrees 57 minutes 55 seconds and run in a Southeasterly direction for a distance of 579.71 feet to the point of beginning.

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