

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: GENE W. GRAY, JR. CORLEY, MONCUS & WARD, P.C. 2100 SOUTHBRIDGE PARKWAY, SUITE 650 BIRMINGHAM, ALABAMA 35209 Pre-paid Acct. # _____			THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office <div>Inst # 1995-02878</div> <div>02/01/1995-02878</div> <div>04:09 PM CERTIFIED</div> <div>SHELBY COUNTY JUDGE OF PROBATE</div> <div>17.00</div> <div>003 MCD</div>	
2. Name and Address of Debtor (Last Name First if a Person) Social Security/Tax ID # _____				
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person) H.H.S. PROPERTIES, INC. 2101 HIGHLAND AVENUE SOUTH BIRMINGHAM, ALABAMA 35205 Social Security/Tax ID # _____				
<input type="checkbox"/> 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)	
<input type="checkbox"/> Additional secured parties on attached UCC-E				
5. The Financing Statement Covers the Following Types (or items) of Property: SEE EXHIBIT A & B GIVEN AS ADDITIONAL SECURITY				
5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing: _____ _____ _____ _____ _____ _____ _____ _____				
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)	
H.H.S. PROPERTIES, INC. Signature(s) of Debtor(s) <i>[Signature]</i> Signature(s) of Debtor(s) Type Name of Individual or Business			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	
STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-3 Approved by The Secretary of State of Alabama				

EXHIBIT "A"

A parcel of land situated in the NW 1/4 of Section 6, Township 20 South, Range 2 West in Shelby County, Alabama and being more particularly described as follows:
Commence at the NW corner of Section 6, Township 20 South, Range 2 West; thence South 41 deg. 56 min. 23 sec. East a distance of 1629.25 feet to the intersection of the Easterly right of way line of U.S. Highway No. 31 (200' right of way) and the Southerly right of way line of Amphitheater Road (100' right of way), said point being the point of beginning; thence South 82 deg. 16 min. 18 sec. East and along said right of way of Amphitheater Road a distance of 165.29 feet; thence South 7 deg. 43 min. 42 sec. West a distance of 176.15 feet; thence North 82 deg. 16 min. 18 sec. West a distance of 176.37 feet to a point on the easterly right of way line of U.S. Highway No. 31, said point being on a curve to the left (concave northwesterly) having a radius of 2964.93 feet and a central angle of 1 deg. 36 min. 15 sec. thence along said right of way line and the arc of said curve a distance of 83.01 feet, said arc subtended by a chord which bears North 11 deg. 34 min. 17 sec. East a distance of 83.01 feet, to a point on a spiral to the left having a total length of 300.00 feet and a degree of spiral of 3 deg. 00 min. 00 sec.; thence along said right of way and a segment of said spiral a distance of 93.55 feet, said segment subtended by a chord which bears North 11 deg. 00 min. 23 sec. East a distance of 93.54 feet to the point of beginning; being situated in Shelby County, Alabama.

EXHIBIT "B"

(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

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