

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

Important: Read Instructions on Back Before Filling out Form.

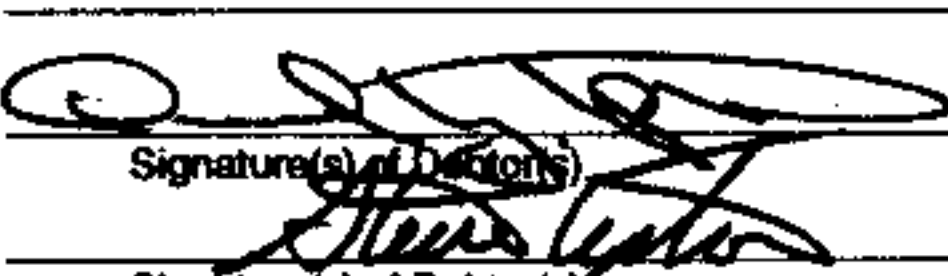

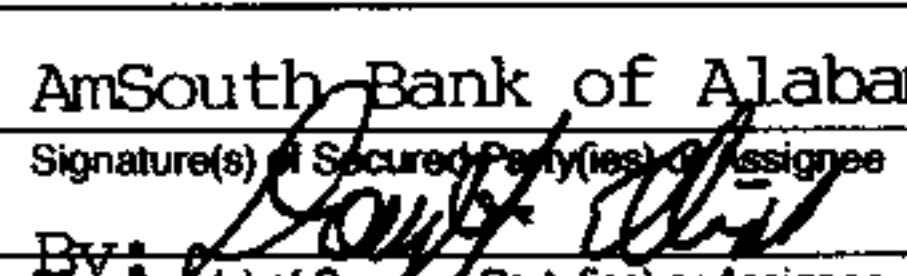
<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional Sheets Presented: _____	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
1. Return copy or recorded original to: Terry Tyler AmSouth Bank of Alabama P.O. Box 11007 Birmingham, Alabama 35288 Pre-paid Acct. # _____		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office <div style="text-align: center;"> Inst # 1995-07153 03/20/1995-07153 09:58 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 005 MCD 19.00 </div>
2. Name and Address of Debtor (Last Name First if a Person) Upton Properties, an Alabama General Partnership 2610 3rd Avenue South Birmingham, Alabama 35223 Social Security/Tax ID # _____		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office
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 of Alabama P.O. Box 11007 Birmingham, Alabama 35288 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)
5. The Financing Statement Covers the Following Types (or items) of Property: See Exhibit A, Exhibit B, and Exhibit C attached hereto and made a part hereof for a description of the property covered hereby, some of which may be fixtures on the Real Estate described on Exhibit A attached hereto of which the Debtor is the record owner. <div style="display: flex; justify-content: space-between;"> <div> To be used as additional security for mortgage recorded in Instrument # _____ </div> <div style="width: 20%;"> 5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing: <div style="border-bottom: 1px solid black; height: 10px; width: 100%;"></div> <div style="border-bottom: 1px solid black; height: 10px; width: 100%;"></div> <div style="border-bottom: 1px solid black; height: 10px; width: 100%;"></div> <div style="border-bottom: 1px solid black; height: 10px; width: 100%;"></div> <div style="border-bottom: 1px solid black; height: 10px; width: 100%;"></div> <div style="border-bottom: 1px solid black; height: 10px; width: 100%;"></div> <div style="border-bottom: 1px solid black; height: 10px; width: 100%;"></div> </div> </div>		
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 \$ <u>400,000.00</u> Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ <u>600.00</u> 8. <input type="checkbox"/> This financing statement covers timber to be cut, crops, of 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)  Its: General Partner Signature(s) of Debtor(s)  Its: General Partner Upton Properties, an Alabama General Partnership Type Name of Individual or Business		Signature(s) of Secured Party(ies) or Assignee  By: _____ Signature(s) of Secured Party(ies) or Assignee Its: _____ Type Name of Individual or Business

EXHIBIT A

Legal Description

Lot One (1) USW Subdivision
as recorded in Map Book 14
Page 80 Shelby County, Alabama

LOT ONE (1) USW SUBDIVISION AS RECORDED IN MAP BOOK 14 Page 80
SHELBY COUNTY, ALABAMA

Upton Properties, An
Alabama General Partnership

By: Steve Upton

Its: Partner

Exhibit B to Mortgage

As further security for the payment of the Debt, the Mortgagor hereby assigns and pledges to the Mortgagee, the following described rights, property, claims, rents, profits, issues and revenues:

(a) All buildings, structures, facilities and other improvements now or hereafter located on the Real Estate, and all building materials, building equipment and fixtures of every kind and nature now or hereafter located on the Real Estate 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 Mortgagor.

(b) All goods, equipment, inventory, supplies and other items or types of tangible personal property (including additions and accessions thereto and replacements and substitutions therefor) now owned or hereafter created or acquired by the Mortgagor and attached to the Real Estate (other than fixtures); or placed on the Real Estate and used or useful in connection with, or in any way pertaining or relating to, the Real Estate or the use and occupancy thereof, though not attached to the Real Estate; or for which the proceeds of the Loan have been or may be advanced, wherever the same may be located.

(c) (1) All general intangibles relating to the development or use of the Real Estate, the personal property referenced in paragraph (b) above or any other property conveyed or encumbered hereby, or the management and operation of any business of the Borrower thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals and other trade secrets; (2) the good will of any business conducted or operated on the Real Estate, all governmental licenses and permits relating to the construction, renovation or operation thereof, 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 (3) all contracts and agreements (including construction, renovation, maintenance, engineering, architectural, leasing, management, operating and concession agreements) affecting the Real Estate, the personal property referenced in paragraph (b) above or any other property conveyed or encumbered by this Mortgage, or used or useful in connection therewith, whether now or hereafter entered into.

(d) (1) All Loan funds held by the Mortgagee, whether or not disbursed, (2) all funds from time to time on deposit in the construction account, (3) all reserves, deferred payments, deposits, escrows, refunds, cost savings and payments of any kind related to the Real Estate, and (4) all loan commitments and loan insurance related to the Real Estate and all approvals, deposits, fees, applications and documents related thereto.

(e) All changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranies to, of or for any agreement or instrument included in the foregoing and all rights of the Mortgagee to modify or terminate, or waive or release performance or observance of any obligations or condition of such document.

(f) All proceeds of any of the foregoing.

UPTON PROPERTIES, AN ALABAMA GENERAL PARTNERSHIP

By Steve Pugh
Its Partner

Exhibit C to Mortgage

Notwithstanding anything contained in this Mortgage to the contrary, even if all of the Debt owing to the Mortgagee at any one time should be paid in full, this Mortgage will continue to secure any Debt that might later be owed to the Mortgagee until a written mortgage satisfaction instrument has been executed by one of the Mortgagee's officers and recorded in the county in which the Real Property is located. In no event shall the Mortgagee be obligated to satisfy its liens under this Mortgage or return or release any of the Property to the Mortgagor (a) until the payment in full of all Debt then outstanding, (b) if the Mortgagee is obligated to extend credit to the Mortgagor, (c) if any contingent obligation of the Mortgagor to the Mortgagee remains outstanding or (d) until the expiration of any period for avoiding or setting aside any payment to the Mortgagee under bankruptcy or insolvency laws.

UPTON PROPERTIES, AN ALABAMA GENERAL PARTNERSHIP

By *Steve Bryant*

Its *Partner*

Inst # 1995-07153

03/20/1995-07153
09:58 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MCD 19.00