

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

Important: Read Instructions on Back Before Filling out Form.

REORDER FROM
MODERN LAW FORMS
ITASCA, IL
(708) 875-1122

1-90

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional Sheets Presented: 6	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
1. Return copy or recorded original to: Rex A. Palmer Mayer, Brown & Platt 190 South LaSalle Street Chicago, Illinois 60603 Pre-paid Acct. # _____		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office <div style="transform: rotate(-90deg); transform-origin: center;"> Inst # 1995-30484 * 1995-30484 020346A CERTIFIED SHELBY COUNTY JUDGE DE PROBATE </div>
2. Name and Address of Debtor (Last Name First if a Person) Red Mountain Corporation, a Georgia corporation in Alabama dba Red Mountain Corporation of Georgia 142 Rime Village Birmingham, Alabama 35216 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. SECURED PARTY name and address (Last Name First if a Person) Bank of America Illinois, as Agent 1455 Market Street, 12th Floor San Francisco, California 94103 Attn: Senior Agency Officer 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:

The property described on Schedule I hereto.

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

0 0 0	8 0 0
1 0 0	— — —
2 0 0	— — —
3 0 0	— — —
5 0 0	— — —
6 0 0	— — —
7 0 0	— — —

Check X if covered: ☒ Products of Collateral are also covered. Filed with Shelby County, Alabama

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>0.00</u> * Mortgage filed simultaneously herewith Mortgage tax due 15¢ per \$100.00 or fraction thereof \$ <u>0.00</u> 8. <input checked="" 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) <u>Red Mountain Corporation, a Georgia Corporation in Alabama dba Red Mountain Corporation of Georgia</u> By: <u>Mr. Eugene Hall</u> Type Name of Individual or Business <u>Its President</u>	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

SCHEDULE I
To Financing Statement

Name and Address
of Debtor:

Red Mountain Corporation, a
Georgia corporation doing
business in Alabama as Red
Mountain Corporation of Georgia
142 Rime Village
Birmingham, Alabama 35216

and

Name and Address
of Secured Party:

Bank of America Illinois, as Agent
1455 Market Street, 12th Floor
San Francisco, California 94103
Attention: Senior Agency Officer

The property subject to the Financing Statement is described
as follows:

(i) All buildings, structures, replacements, furnishings, fixtures, fittings and other improvements and property of every kind and character now or hereafter located or erected on the real estate described on Exhibit A hereto (the "Real Estate") and owned or purported to be owned by the Debtor, together with all building or construction materials, equipment, appliances, machinery, plant equipment, fittings, apparatus, fixtures and other articles of any kind or nature whatsoever now or hereafter found on, affixed to or attached to the Real Estate and owned or purported to be owned by the Debtor, including (without limitation) all motors, boilers, engines and devices for the operation of pumps, and all heating, electrical, lighting, power, plumbing, air conditioning, refrigeration and ventilation equipment (all of the foregoing is herein referred to collectively as the "Improvements");

(ii) All furniture, furnishings, equipment (including, without limitation, telephone and other communications equipment, window cleaning, building cleaning, monitoring, garbage, air conditioning, pest control and other equipment) severed minerals, rock or stone, and all other tangible property of any kind or character now or hereafter owned or purported to be owned by the Debtor and used or useful in connection with the Real Estate, regardless of whether located on the Real Estate or located elsewhere, including, without limitation, all rights of the Debtor

under any lease to furniture, furnishings, fixtures and other items of personal property;

(iii) All goodwill, trademarks, trade names, option rights, purchase contracts, water stock (to the extent not treated as real property under law), books and records and general intangibles of the Debtor relating to the Real Estate or the Improvements and all accounts, contract rights, instruments, chattel paper and other rights of the Debtor for payment of money to it for property sold or lent by it, for services rendered by it, for money lent by it, or for advances or deposits made by it, and any other intangible property of the Debtor related to the Real Estate or the Improvements;

(iv) All rents, issues, profits, royalties, avails, income and other benefits derived or owned by the Debtor directly or indirectly from the Real Estate or the Improvements;

(v) All rights of the Debtor under all leases, licenses, occupancy agreements, concessions or other arrangements, whether written or oral, whether now existing or entered into at any time hereafter, whereby any Person agrees to pay money to the Debtor or any consideration for the use, possession or occupancy of, or any estate in, the Real Estate or the Improvements or any part thereof, and all rents, income, profits, benefits, avails, advantages and claims against guarantors under any thereof; and

(vi) All other property or rights of the Debtor of any kind or character related to the Real Estate or the Improvements, and all proceeds (including insurance and condemnation proceeds) and products of any of the foregoing.

The term "Person" as used herein means any natural person, corporation, partnership, trust, association, governmental authority or unit, or any other entity, whether acting in an individual, fiduciary, or other capacity.

END OF SCHEDULE I

PARCEL B:

Begin at the Northeast corner of the NE 1/4 of the NW 1/4, Section 13, Township 21 South, Range 3 West; thence run Westerly along the North boundary of said Section 13 for 225.00 feet to a point; thence turn an angle of 91 degrees 15 minutes 25 seconds to the left and run Southerly parallel to the East boundary of said quarter-quarter for 300.89 feet to a point on the North R.O.W. line of County Highway 26; thence turn an angle of 62 degrees 24 minutes 09 seconds to the left and run along said R.O.W. for 253.82 feet to a point on the East boundary of said quarter-quarter; thence turn an angle of 117 degrees 35 minutes 51 seconds to the left and run 413.55 feet to the point of beginning. Said parcel is lying in the NE 1/4 of the NW 1/4, Section 13, Township 21 South, Range 3 West, Shelby County, Alabama.

PARCEL C:

Commence at the Northeast corner of the NW 1/4 of Section 13, Township 21 South, Range 3 West; thence proceed in a Southerly direction along the East boundary of said 1/4 for 503.62 feet to a point on the South right-of-way (R.O.W.) line of County Highway 26, being the point of beginning of the parcel of land herein described; thence continue along the last described course for 44.38 feet to a point on the North R.O.W. line of CSX Transportation Railroad; thence turn an angle of 96 degrees 10 minutes 48 seconds to the right and run along said Railroad R.O.W. along a curve to the right, having a radius of 1860.08 feet and a central angle of 8 degrees 56 minutes 34 seconds, for an arc distance of 290.32 feet to a point on an old road; thence turn an angle of 139 degrees 36 minutes 44 seconds to the right from the tangent to the curve, and run Northeasterly along said old road for 66.44 feet to a point; thence turn an angle of 64 degrees 44 minutes 06 seconds to the left and run Northerly parallel to the East boundary of aforementioned NW 1/4 for 80.00 feet to a point on the South R.O.W. line of County Highway 26; thence turn an angle of 117 degrees 35 minutes 51 seconds to the right and run 253.82 feet along said R.O.W. to the point of beginning. Said parcel is lying in the NE 1/4 of NW 1/4, Section 13, Township 21 South, Range 3 West, Shelby County, Alabama.

PARCEL D:

Begin at the Southeast corner of the SW 1/4 of Section 13, Township 21 south, Range 3 West; thence proceed Northerly along the East boundary of said SW 1/4 for 2703.83 feet to a point, being the Northeast corner of said SW 1/4; thence turn an angle of 92 degrees 23 minutes 12 seconds to the right and run Easterly along the South boundary of the NE 1/4 of Section 13, Township 21 South, Range 3 West for 2683.17 feet to a point, being the Southeast corner of said NE 1/4; thence turn an angle of 92 degrees 22 minutes 37 seconds to the left and run Northerly along the East boundary of Section 13 for 753.96 feet to the point of intersection with the Southwest right-of-way (R.O.W.) line of Interstate Highway 65 (I-65); thence turn an angle of 1 degree 54 minutes 01 seconds to the left and run Northerly along said R.O.W. for 39.00 feet to a concrete R.O.W. marker; thence turn an angle of 33 degrees 29 minutes 38 seconds to the left and continue along said R.O.W. for 1504.40 feet to the point of intersection with the South R.O.W. line of the CSX Transportation Railroad, being a concrete R.O.W. marker; thence turn an angle of 49 degrees 56 minutes 26 seconds to the left and run Westerly along said Railroad R.O.W. along a curve to the right having a radius of 1960.08 feet and a central angle of 41 degrees 57 minutes 44 seconds, for an arc distance of 1435.52 feet to a point; thence continue along said Railroad R.O.W. along a tangent for 99.31 feet to the point of intersection with the North boundary line of Section 13, Township 21 South, Range 3 West; thence turn an angle of 45 degrees 22 minutes 49 seconds to the left and run Westerly along the North boundary of said Section 13 for 1209.39 feet to a point on the Southeast R.O.W. line of County Highway No. 26; thence turn an angle of 24 degrees 41 minutes 05 seconds to the left and run along said County Highway R.O.W. along a curve to the left, having a radius of 1105.92 feet and a central angle of 12 degrees 19 minutes 40 seconds, for an arc distance of 237.95 feet to a point; thence continue along said R.O.W. along a tangent for 1330.97 feet to the point of intersection with the West bank of Buck Creek; thence turn an angle of 95 degrees 43 minutes 53 seconds to the left and run Southeasterly along the West bank of Buck Creek, said point also being on the North boundary line of the SE 1/4 of the NE 1/4 of Section 14, Township 21 South, Range 3 West; thence turn an angle of 132 degrees 37 minutes 56 seconds to the right, from the extended chord, and run Westerly along the North boundary of said SE 1/4 of NE 1/4 of Section 14 for 591.35 feet to an iron set at the Northwest corner of said SE 1/4 of NE 1/4 of NE 1/4;

thence turn an angle of 91 degrees 10 minutes 05 seconds to the left and run Southerly along the West boundary of said SE 1/4 of NE 1/4 for 1327.28 feet to an iron set being the Southwest corner of said SE 1/4 of NE 1/4, Section 14; thence turn an angle of 88 degrees 54 minutes 34 seconds to the left and run Easterly along the South boundary of said SE 1/4 of NE 1/4 for 537.00 feet to the point of intersection with the North boundary of Scottsdale Subdivision, Second Addition, as recorded in Map Book 7, Page 118, in the Office of Probate, Shelby County, Alabama; thence turn an angle of 1 degree 32 minutes 03 seconds to the left and run along the North boundary of said Scottsdale Subdivision, Second Addition, for 725.55 feet to a point, being the Northeast corner of said subdivision; thence turn an angle of 91 degrees 07 minutes 13 seconds to the right and run along the East boundary of said subdivision for 19.42 feet to a point on the South boundary line of the SE 1/4 of the NE 1/4, Section 14, Township 21 South, Range 3 West; thence turn an angle of 90 degrees 24 minutes 30 seconds to the left and run 71.16 feet to a concrete monument found, said monument being 1.02 feet North and 1.19 feet West of the computed quarter corner; thence turn an angle of 02 degrees 03 minutes 21 seconds to the right and run Easterly 1341.63 feet to a concrete monument found, said monument being 2.99 feet North and 1.11 feet West of the computed quarter-quarter corner; thence continue along the last described course for 1.11 feet to a point on the East boundary of the West 1/4 of Section 13, Township 21 South, Range 3 West; thence turn an angle of 87 degrees 38 minutes 04 seconds to the right and run Southerly for 2678.77 feet to a concrete monument found, said monument being 1.68 feet North and 2.80 feet East of the computed quarter-quarter corner; thence continue along the last described course for 1.79 feet to a point on the South boundary line of Section 13, Township 21 South, Range 3 West; thence turn an angle of 86 degrees 25 minutes 16 seconds to the left and run Easterly along the South boundary line of Section 13, Township 21 south, range 3 West; thence turn an angle of 86 degrees 25 minutes 16 seconds to the left and run Easterly along the South boundary of said Section 13 for 1339.87 feet to the point of beginning. Said parcel of land is lying in the East 1/2 of the SW 1/4 and the North 1/2 of Section 13, Township 21 South, Range 3 West; and the East 1/2 of NE 1/4 of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama.

According to survey of John Gary Ray, Reg. P.E. & L.S. #12295, date January 16, 1989.

LESS AND EXCEPT FROM PARCEL D:

Part of the Ne 1/4 of the NE 1/4 of Section 14, Township 21 south, Range 3 West, Shelby County, Alabama, being more particularly described as follows: From the Southwest corner of said NE 1/4 of the NE 1/4 run in an Easterly direction along the South line of said 1/4-1/4 section for a distance of 591.35 feet; thence turn an angle to the left of 132 degrees 37 minutes 56 seconds and run in a Northwesterly direction for a distance of 235.50 feet to an existing iron pin being the point of beginning; thence continue along last mentioned course for a distance of 303.99 feet to an existing iron pin being on the Southeast right-of-way line of Shelby County Highway #26; thence turn an angle to the right of 95 degrees 43 minutes 53 seconds and run in a Northeasterly direction along said Southeast right-of-way line of Shelby County Highway #26 for a distance of 305.0 feet; thence turn an angle to the right of 90 degrees and run in a Southeasterly direction for a distance of 302.47 feet; thence turn an angle to the right of 90 degrees and run in a Southwesterly direction for a distance of 274.64 feet, more or less, to the point of beginning.

and also,

Part of the NE 1/4 of the NE 1/4 of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: From the SW corner of said NE 1/4 of the NE 1/4 run in an Easterly direction along the South line of said 1/4-1/4 Section for a distance of 591.35 feet; thence turn an angle to the left of 132 degrees 37 minutes 56 and run in a Northwesterly direction for a distance of 539.49 feet to an existing iron pin, being the point of beginning; thence continue along last mentioned course for a distance of 10.05 feet to a point on the Southeasterly right-of-way line of Shelby County Highway #26; thence turn an angle to the right of 95 degrees 43 minutes 53 seconds and run in a Northeasterly direction along the Southeasterly right-of-way line of Shelby County Highway #26 for a distance of 306.0 feet; thence turn an angle to the right of 90 degrees and run in a Southeasterly direction for a distance of 10.0 feet to an existing iron pin; thence turn an angle to the right of 90 degrees and run in a Southwesterly direction for a distance of 305.0 feet, more or less, to the point of beginning.

Inst # 1995-30484

10/24/1995-30484
02:33 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 MCD 22.00