

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: Claude M. Moncus, Esquire CORLEY, MONCUS & WARD, P.C. 2100 SouthBridge Parkway, #650 Birmingham, Alabama 35209 (205) 879-5959			THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office	
Pre-paid Acct. # _____			<div>Inst # 1996-15349</div> <div>05/09/1996-15349 01:43 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 21.00 006 MCD</div>	
2. Name and Address of Debtor (Last Name First if a Person) Habshèy, Terry M. 7000 Highway 25 Montevallo, Alabama 35115				
Social Security / Tax ID # _____				
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)			FILED WITH: Judge of Probate (Given as additional security)	
Social Security / Tax ID # _____			4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)	
<input type="checkbox"/> Additional debtors on attached UCC-E				
3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person) FIRST COMMERCIAL BANK Post Office Box 11746 Birmingham, Alabama 35202-1746 ATTN: A. Todd Beard				
Social Security / Tax ID # _____				
<input type="checkbox"/> Additional secured parties on attached UCC-E				
5. The Financing Statement Covers the Following Types (or items) of Property: All of the fixtures, equipment, inventory, 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 I attached hereto, located on the real property described in Exhibit "A" attached hereto.				
5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing: <div>1 0 0</div> <div>3 0 0</div> <div>5 0 0</div> <div>8 0 0</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 \$ _____ 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)	
Signature(s) of Debtor(s) TERRY M. HABSHÉY			Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature — see Box 6)	
Signature(s) of Debtor(s) <i>Terry M. Habshèy</i>			By: <i>A. Todd Beard</i> A. Todd Beard Signature(s) of Secured Party(ies) or Assignee Its First Vice-President	
Type Name of Individual or Business			Type Name of Individual or Business	
STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1 Approved by The Secretary of State of Alabama				

EXHIBIT "A"

BEGIN at the Northeast Corner of Section 19, Township 20 South, Range 3 West; thence South $89^{\circ}46'53''$ West and along the North line of said section a distance of 1311.56 feet; thence South $00^{\circ}03'09''$ West a distance of 902.50 feet to the center line of the Cahaba River, thence South $49^{\circ}57'16''$ East along said center line a distance of 313.25 feet; thence South $47^{\circ}12'27''$ East along said center line a distance of 287.14 feet; thence South $66^{\circ}33'27''$ East along said center line a distance of 517.42 feet; thence South $57^{\circ}44'42''$ East along said center line a distance of 193.77 feet; thence South $52^{\circ}57'57''$ East along said center line a distance of 177.51 feet to a point on the Northwesternly Right-of-Way of Shelby County Highway No. 52 (80' ROW); thence N $39^{\circ}16'52''$ East along said right-of-way and leaving said center line a distance of 261.19 feet to a point on a curve to the right having a central angle of $36^{\circ}05'00''$ and a radius of 1082.30 feet; thence along said right-of-way and the arc of said curve a distance of 681.60 feet, said arc subtended by a chord which bears N $57^{\circ}19'22''$ E a distance of 670.40 feet to the end of said curve; thence North $75^{\circ}21'52''$ East a distance of 598.20 feet; thence North $15^{\circ}08'46''$ West and leaving said right-of-way a distance of 1026.61 feet; thence North $89^{\circ}09'33''$ West along the north line of Section 20, Township 20 South, Range 3 West a distance of 408.12 feet to the center line of the Cahaba River; thence South $18^{\circ}08'42''$ West along said center line a distance of 108.44 feet; thence South $36^{\circ}38'55''$ West and along said center line a distance of 96.43 feet; thence South $59^{\circ}02'57''$ West and along said center line a distance of 96.43 feet; thence South $75^{\circ}38'03''$ West and along said center line a distance of 228.96 feet; thence North $84^{\circ}39'20''$ West and along said center line a distance of 152.96 feet thence North $00^{\circ}29'32''$ West leaving said center line and along the west line of said section a distance of 281.25 feet to the POINT OF BEGINNING.

Said parcel contained 69 acres, more or less.

Subject to:

1. First Mortgage from Terry M. Habshey to First National Bank of Columbiana dated February 1, 1994 in the amount of \$500,000.00 and recorded at Instrument Number 1994-3999 of Shelby County Probate Office;
2. Second Mortgage from Terry M. Habshey to First National Bank of Columbiana dated July 14, 1995 in the amount of \$150,000.00 and recorded at Instrument Number 1995-18869 of Shelby County Probate Office; and

3. Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 139 page 238 and Deed Book 139 page 309 in Probate Office.

4. Right(s)-of-Way(s) granted to Shelby County by instrument(s) recorded in Deed Book 155 page 425 and Deed Book 18 page 580 in Probate Office.

5. Easement(s) to Alabama Power Company as shown by instrument recorded in Deed Book 247 page 853 and Real 46 page 69 in Probate Office.

**SCHEDULE I
TO
FINANCING STATEMENT**

This financing statement covers the following items (or types) of property:

(a) **Land**. The land located in Shelby County, Alabama more particularly described in **Exhibit A**, and all reversions and remainders in and to said land and all tenements, hereditaments, easements, rights-of-way, rights (including mineral and mining rights, and all water, oil and gas rights), privileges, royalties and appurtenances to said land, now or hereafter belonging or in anywise appertaining thereto, including any right, title and interest in, to or under any agreement or right granting, conveying or creating, for the benefit of said land, any easement, right or license in any other property, and in, to or under any streets, ways, alleys, vaults, gores or strips of land adjoining said land or any parcel thereof, or in or to the air space over said land; all rights of ingress and egress to parking facilities on or within said land; and all claims or demands of Borrower either at law or in equity, in possession or expectancy of, in or to any of the same (all of the foregoing hereinafter collectively called the "Land").

(b) **Improvements**. All buildings, structures, facilities and other improvements now or hereafter located on the Land, and all building materials, building equipment and fixtures of every kind and nature now or hereafter located on the Land 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 Borrower (all of the foregoing hereinafter collectively called the "Improvements," and together with the Land called the "Real Property").

(c) **Personal Property**. 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 Borrower and attached to the Real Property (other than fixtures); or placed on the Real Property and used or useful in connection with, or in any way pertaining or relating to, the Real Property or the use and occupancy thereof, though not attached to the Real Property; or for which the proceeds of any credit secured by this financing statement have been or may be advanced, wherever the same may be located; including: (i) all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows, hardware, wires, wiring and other building materials; and (ii) all machinery, equipment, appliances and fixtures for generating or distributing air, water, heat, electricity, light, fuel or refrigeration, or for incinerating or compacting plants, or for ventilating or sanitary purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse, sewage, or garbage, and all furniture, furnishings, decorations, art, mirrors, wall-beds, wall-safes, built-in furniture, appliances and installations, linens, towels, cutlery, dishes, shaving, partitions, screens, doorstops, vaults, elevators, escalators, dumbwaiters, awnings, window shades, venetian blinds, curtains, window treatments, light fixtures, bathroom fixtures, fire hoses and brackets and

boxes for same, fire sprinklers, alarm systems, drapery rods and brackets, screens, storm doors and windows, linoleum, carpets, rugs, wall coverings, plumbing, laundry and drying equipment, vacuum and other cleaning systems and equipment, call systems, switchboards, iceboxes, refrigerators, heating units, dishwashing equipment, stoves, ovens, water heaters, generators, tanks, motors, engines, boilers, furnaces, incinerators, garbage disposers, video and audio equipment, entertainment equipment and systems, recreation equipment, communication systems, and signage and graphics (hereinafter collectively called the "Personal Property").

(d) **Rents and Leases.** All leases, subleases, lettings and licenses, and other use and occupancy agreements, now or hereafter pertaining to any of the Real Property or Personal Property, and all rents, profits, issues and revenues of the Real Property and Personal Property now or hereafter accruing, whether accruing before or after the filing of any petition by or against the Borrower under the federal Bankruptcy Code.

(e) **Insurance Policies.** All policies of hazard insurance now or hereafter in effect that insure the Improvements, the Personal Property, or any of the other property conveyed or encumbered by the mortgage to which this financing statement relates (the "Mortgage"), together with all right, title and interest of the Borrower in and to each and every such policy, and all proceeds thereof, including any premiums paid and rights to returned premiums.

(f) **Litigation Awards.** All judgments, damages, settlements, awards, payments and compensation, including all interest thereon, together with the right to receive the same, that may be made or due to the Borrower or any subsequent owner of any of the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage, as a result of the exercise of the right of eminent domain or condemnation, the alteration of the grade of any street or any other injury to or diminution or decrease in value of the Real Property, the Personal Property or any other such property.

(g) **General Intangibles and Agreements.** (1) All general intangibles relating to the development or use of the Real Property, the Personal Property 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 Property, 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 leasing, construction, renovation, maintenance, engineering, architectural, management, operating and concession agreements) affecting the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage, or used or useful in connection therewith, whether now or hereafter entered into.

(h) **Loan Funds, etc.** (1) All loan funds held by the Lender, 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 Project, and (4) all loan commitments and loan insurance related to the Project and all approvals, deposits, fees, applications and documents related thereto.

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

(j) **Proceeds.** All proceeds of any of the foregoing.

As used in this Schedule I, the following terms are defined as follows:

(a) **Borrower** means the debtor(s) described in this financing statement.

(b) **Lender** means the secured party described in this financing statement.

Some of the above-described property is now, or may in the future become, affixed to the Land described in **Exhibit A**. The Borrower is a record owner of the land.

THIS FINANCING STATEMENT IS TO BE CROSS-INDEXED IN THE REAL ESTATE MORTGAGE RECORDS.

Inst # 1996-15349

05/09/1996-15349
01:43 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 MCD 21.00