

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

10257

Important: Read Instructions on Back Before Filling out Form.

REORDER FROM
Register, Inc.
314 MERCE ST.
P.O. BOX 218
ANOKA, MN. 55303
(612) 421-1713

<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: Timothy D. Davis, Esquire Gordon, Silberman, Wiggins & Childs 1400 SouthTrust Tower Birmingham, Alabama 35203		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office <div style="text-align: center;"> <p style="transform: rotate(-90deg);">Inst # 1996-29993</p> <p style="transform: rotate(-90deg);">09/11/1996-29993 12:36 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 17.00 003 MEL</p> </div>			
Pre-paid Acct. # _____ 2. Name and Address of Debtor (Last Name First if a Person) Edwin B. Lumpkin, Jr. 3020 Mountain Brook Parkway Birmingham, Alabama 35223		FILED WITH:			
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. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person) SouthTrust Bank of Alabama National Association P.O. Box 2554 Birmingham, Alabama Attn: Business Center 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 attached Schedule I for description of Collateral. This UCC-1 is filed as additional security for an indebtedness secured by a Mortgage and Security Agreement recorded simultaneously herewith. Debtor is the record owner of the real estate.		5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing: _____ _____ _____ _____ _____ _____ _____ _____			
Check X if covered: <input checked="" 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>700,000.00</u> Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ <u>-0-</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>Edwin B. Lumpkin, Jr.</u> Edwin B. Lumpkin, Jr. 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) SouthTrust Bank of Alabama, National Association Signature(s) of Secured Party(ies) or Assignee BY <u>Donald Mahon</u> Signature(s) of Secured Party(ies) or Assignee Assistant Vice President Type Name of Individual or Business			

Schedule I

All of the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, including replacements and additions thereto (herein referred to collectively as the "Mortgaged Property"):

(a) All those certain tracts, pieces or parcels of land, and interests in land, located in Shelby County, Alabama, more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Land");

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Mortgaged Property, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind, now or hereafter placed or located on the Land (collectively the "Improvements"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Mortgaged Property as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness described in and to be secured by the Mortgage and Security Agreement by and between Debtor and Secured Party executed simultaneously herewith (the "Mortgage");

(c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Mortgaged Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor; and

(d) All rents, issues, profits, revenues and proceeds from any sale or other disposition of the Mortgaged Property, or any part thereof, from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same, reserving only the right to Debtor to collect the same so long as Debtor is not in default under or such collection is not otherwise restricted by the Mortgage.

Any capitalized term not specifically defined herein shall have the definition attributed to it in the Mortgage.

EXHIBIT A

Part of the NW 1/4 of the NE 1/4 of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

From the Southwest corner of said NW 1/4 of NE 1/4 run in a northerly direction along the west line of said 1/4-1/4 Section for a distance of 214.0 feet to an existing iron pin; thence turn an angle to the right of 75 degrees 47 minutes 31 seconds and run in a northeasterly direction for distance of 95.31 feet to an existing iron pin; thence turn an angle to the left of 76 degrees 25 minutes 10 seconds and run in a northerly direction for a distance of 24.02 feet to an existing iron pin; thence turn an angle to the right of 100 degrees 38 minutes 49 seconds and run in a southeasterly direction for a distance of 50.0 feet to an existing iron pin and being on the east right-of-way line of Chandalar Place Drive and being the point of beginning; thence turn an angle to the left of 90 degrees 00 minutes and run in a northeasterly direction along the east right-of-way line of Chandalar Place Drive for a measured distance of 359.77 feet to an existing iron pin and being the point of beginning of a curve, said curve being concave in a southeasterly direction and having a central angle of 14 degrees 15 minutes 44 seconds and a radius of 578.78 feet; thence turn an angle to the right and run in a northeasterly direction along the east right-of-way line of Chandalar Place Drive and along the arc of said curve for a distance of 144.07 feet; thence turn an angle to the right (95 degrees 16 minutes 58 seconds from the chord of last mentioned curve) and run a southeasterly direction for a distance of 243.46 feet to an existing iron pin; thence turn an angle to the right of 89 degrees 20 minutes and run in a southwesterly direction for a distance of 463.73 feet to an existing cross cut on the north right-of-way line of Chandalar Place Drive; thence turn an angle to the right of 73 degrees 55 minutes 54 seconds and run in a westerly direction along the north right-of-way line of said Chandalar Place Drive for a measured distance of 145.48 feet to a point of curve, said curve being concave in a northeasterly direction and having a central angle of 94 degrees 20 minutes and a radius of 15.0 feet; thence turn an angle to the right and run along the arc of said curve for a distance of 24.70 feet, more or less, to the point of beginning, containing 2.34 acres, more or less.

K:\CORP\SOUTHTRU\LUMPKIN.2\DOC\EXHIBIT.A

Inst # 1996-29993

09/11/1996-29993
12:36 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 HEL 17.00