

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

<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: Thomas C. Clark III, Esq. Maynard, Cooper & Gale, P.C. 1901 6th Avenue North, Suite 2400 Birmingham, AL 35203-2602  Pre-paid Acct. # _____	<div style="border: 1px solid black; padding: 10px; display: inline-block;"> <p><b>THIS SPACE FOR USE OF FILING OFFICER</b>            Date, Time, Number &amp; Filing Office</p> <p style="font-size: 1.2em; transform: rotate(-90deg);">Inst # 1996-32291</p> <p style="font-size: 1.2em; transform: rotate(-90deg);">10/01/1996-32291</p> <p style="font-size: 1.2em; transform: rotate(-90deg);">09:25 AM CERTIFIED</p> <p style="font-size: 1.2em; transform: rotate(-90deg);">SHELBY COUNTY JUDGE OF PROBATE</p> <p style="font-size: 1.2em; transform: rotate(-90deg);">010 MCD 24.00</p> </div>	
2. Name and Address of Debtor (Last Name First if a Person)  Greensprings Associates, Inc. 833 Greensprings Highway Birmingham, Alabama 35209 Attn: Mr. James C. Wilson, Jr.  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		FILED WITH: Judge of Probate of Jefferson County, Alabama
3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)  National Bank of Commerce of Birmingham 1927 First Avenue North Birmingham, Alabama 35203 Attn: Mr. William E. Matthews V  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:  All types (or items) of property described on <u>Schedules I and II</u> attached hereto and made a part hereof.  Some of the property described in <u>Schedule I</u> is now, or may in the future become, affixed to the Land described on <u>Exhibit A</u> attached hereto and made a part hereof. The Debtor is a record owner of said Land.  * This financing statement is filed as additional security for the indebtedness secured by a certain Mortgage executed by the Debtor in favor of the Secured Party recorded concurrently herewith.		5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered  <div style="display: flex; justify-content: space-between;"> <div> <u>5</u> <u>0</u> <u>0</u> </div> <div>           _____            _____            _____            _____            _____            _____         </div> </div>
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 \$ _____  Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ <u>N/A</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)		
Signatures of Secured Party(ies) (Required only if filed without debtor's Signature - see Box 6)		
GREENSPRINGS ASSOCIATES, INC. By: <u>[Signature]</u> Its: <u>Executive Vice President</u> Signature(s) of Debtor(s)		Signature(s) of Secured Party(ies) or Assignee
GREENSPRINGS ASSOCIATES, INC. Type Name of Individual or Business		Type Name of Individual or Business

**SCHEDULE I  
TO  
FINANCING STATEMENT**

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

(a) **Land.** The land located in Jefferson and Shelby Counties, 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, shelving, 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) **Construction Documents.** The Construction Contracts, the Plans and the other Construction Documents.

(i) **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.

(j) **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.

(k) **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) **Construction Contracts** means the contracts between the Contractors and the Borrower providing for the construction of the Project, or any portion thereof.

(c) **Construction Documents** means (1) all plans and specifications for the Project, or any portion thereof (including the Plans); (2) all contracts with architects and engineers responsible for the design of any of the Project, the preparation or evaluation of any of such plans and specifications or the supervision of the construction of any of the Project; (3) all contracts to which the Borrower is a party (including the Construction Contracts) providing for the construction of any of the Project or the furnishing of labor or materials in connection therewith or the furnishing or installation of any equipment or other personal property in connection therewith; (4) all contracts to which the Borrower is a party providing for the management of the construction of any of the Project; (5) all rights of the Borrower as a third party beneficiary under all contracts and subcontracts pertaining to the Project as to which the Borrower is not a party; (6) all other contracts and agreements related to the design, management, construction, equipping and development of any of the Project; and (7) all contracts with public utilities, Governmental Authorities and other persons for the furnishing of roads or utilities to the Project and all deposits thereunder.

(d) **Contractors** means any person who enters into contracts with the Borrower to construct, install, equip or develop the Project, or any portion thereof, or to furnish any labor or materials in connection therewith, or to furnish or install any equipment or other personal property in connection therewith, each of which persons must be a contractor or contracting firm satisfactory to the Lender.

(e) **Engineers** means any engineers for the Project, or any portion thereof, each of which must be an engineer or engineering firm satisfactory to the Lender.

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

(g) **Plans** means the final working plans and specifications for constructing and developing the Project prepared by persons acceptable to the Lender, and all amendments and modifications thereto.

(h) **Project** means a certain project consisting of Improvements to be financed in whole or in part with the proceeds of the Loan and to be constructed in accordance with the Plans on the Land, together with all related utilities, roads and other off-site Improvements, if any, said project being generally described as follows: the acquisition and construction of three Shop-A-Snak convenience store locations.

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.



**SCHEDULE II  
TO  
FINANCING STATEMENT**

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

(a) All leases and subleases, written or oral, and all agreements for use or occupancy of any portion of the land described on Exhibit A attached hereto and made a part hereof (the "Land") or any improvements, buildings, structures and fixtures now or hereafter located thereon (the "Improvements") with respect to which the Borrower is the lessor or sublessor, including the existing leases, if any, described on Exhibit B attached hereto and made a part hereof (the "Existing Leases"), any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Land or the Improvements, all such leases, subleases, agreements and tenancies heretofore mentioned (including the Existing Leases), whether entered into before or after the filing by or against the Borrower of any petition for relief under the federal Bankruptcy Code, being covered by this assignment and being hereinafter collectively referred to as the "Leases";

(b) any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;

(c) the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Borrower may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, whether paid or accruing before or after the filing of any petition by or against the Borrower for relief under the federal Bankruptcy Code, arising or issuing from or out of the Leases or from or out of the Land or the Improvements, or any part thereof, including minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Land or the Improvements, together with any and all rights and claims that the Borrower may now or hereafter have against any such lessee under the Leases or against any subtenants or occupants of the Land or any of the Improvements; and

(d) any award, dividend or other payment made hereafter to the Borrower in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent.

As used in this Schedule II, **Borrower** means the debtor(s) described in this financing statement.

## **EXHIBIT A**

(Land Description)

### **Parcel I**

Lot A-2 according to a Re-survey of Lot A, Block 5 of A Re-survey of Block 5, Longbrook Estates as recorded in Map Book 21, Page 36 in the Probate Office of Jefferson County - Bessemer Division.

### **Parcel II**

### **TRACT A**

Commence at the northwest corner of Section 27, Township 19 South, Range 1 West; thence run south along the west boundary of said section for a distance of 3288.18 feet; thence turn an angle of 90 degrees to the left and run in an easterly direction for a distance of 2408.88 feet to a point on the east boundary line of a county dirt road; thence turn an angle of 41 degrees 13 minutes 08 seconds to the right and run in a southeasterly direction for a distance 173.81 feet to the point of beginning; from the point of beginning thus obtained turn an angle to the right of 129 degrees 02 minutes 42 seconds and run in a southwesterly direction along the southerly right-of-way line of U.S. Highway No. 280 for a distance of 68.01 feet; thence turn angle to the left of 22 degrees 44 minutes 51 seconds and run in a southwesterly direction for a distance of 135.00 feet; thence turn an angle of 106 degrees to the left and run in a southwesterly direction for a distance of 208.91 feet thence turn an angle of 90 degrees 17 minutes 51 seconds to the left and run in a northeasterly direction for a distance of 338.04 feet; thence turn an angle to the left of 140 degrees 57 minutes 18 seconds and run in a southwesterly direction along the southerly right of way line of U.S. Highway No. 280 for a distance of 200.32 feet to the point of beginning.

### **TRACT B**

Commence at the northwest corner of Section 27, Township 19 South, Range 1 West; thence run south along the west boundary of said Section for a distance of 3288.18 feet; thence turn an angle of 90 degrees to the left and run in an easterly direction for a distance of 2408.89 feet to a point on the east boundary line of a county dirt road; thence turn an angle of 41 degrees 13 minutes 06 seconds to the right and run in a southeasterly direction for a distance of 173.81 feet; thence turn an angle to the right of 129 degrees 02 minutes 42 seconds and run in a southwesterly direction along the southerly right-of-way line of U.S. Highway No. 280 for a distance of 68.01 feet; thence turn an angle to the left of 22 degrees 44 minutes 51 seconds and run in a southwesterly direction for a distance of 135.00 feet to the point of beginning; From the point of beginning thus obtained continue in a southwesterly direction along last described course for a distance of 159.00 feet thence turn an angle to the left of 106 degrees 17 minutes 51 seconds and run in a southeasterly direction for a distance of 251.53 feet; thence turn an



angle of 90 degrees to the left and run in a northeasterly direction for a distance of 151.54 feet; thence turn an angle to the left of 89 degrees 42 minutes 09 seconds and run in a northwesterly direction for a distance of 206.91 feet to the point of beginning.

### Parcel III

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

From the northwest corner of said 1/4-1/4 section, run in an easterly direction along the north line of said 1/4-1/4 section for a distance of 442.60 feet to an existing iron pin being on the southeasterly right-of-way line of State Highway #261 and being the point of beginning; thence continue along last mentioned course for a distance of 150.00 feet to an existing iron pin; thence turn an angle to the right of 124°06'08" and run in a southwesterly direction for a distance of 331.82 feet to an existing iron pin being on the curved northeasterly right-of-way line of North Chandalar Drive; said curve being concave in a northeasterly direction and having a central angle of 13°41'10" and a radius of 185.68 feet; thence turn an angle to the right (98°59' to chord or 92°08'25" to tangent) and run in a northwesterly direction along the arc of said curved right-of-way line for a distance of 44.35 feet to the end of said curve; thence run in a northwesterly direction along a line tangent to the end of said curve for a distance of 105.41 feet to a point of curve; said second curve being concave in an easterly direction and having a central angle of 86°04'48" and a radius of 25.00 feet; thence turn an angle to the right and run northwesterly, northerly and northeasterly directions for a distance of 37.56 feet to the end of said curve; thence run in a northeasterly direction along the southeasterly right-of-way line of State Highway #261 for a distance of 186.87 feet to the point of beginning.

### Parcel IV

Part of the NW 1/4 of the NW 1/4 of Section 26 Township 20 South, Range 3 West, more particularly described as follows:

Commence at the most westerly corner of Lot 5, Block 5 of Dearing Downs - Second Addition, as recorded in Map Book 9, Page 33 in the Office of the Judge of Probate in Shelby County, Alabama; thence in a southeasterly direction along the southwesterly line of said Lot 5, a distance of 284.29 feet to the most southerly corner of said Lot 5; thence 89 degrees 04 minutes 57 seconds right, in a southwesterly direction along the northwesterly line of an 80 feet Colonial Pipe Line Easement, a distance of 296.75 feet to the Point of Beginning; thence continue along last described course, a distance of 205.00 feet to the intersection with the west line of said 1/4-1/4 section line; thence 115 degrees 18 minutes 25 seconds right, in a northerly direction along said 1/4-1/4 section line, a distance of 67.81 feet to the intersection with the easterly right-of-way line of Shelby County Highway No. 96, said point being on a curve, having a radius of 2840.65 feet; thence 2 degrees 54 minutes 33 seconds right to tangent of said curve, in a northerly direction along said curve to the left and along said right-of-way line, a distance of



178.86 feet to the beginning of a curve to the right, having a radius of 25.00 feet; thence in an northeasterly direction along said curve, and along the southerly right-of-way line of Townhouse Road, a distance of 38.84 feet to end of said curve; thence easterly direction along a line tangent to said curve and along said right-of-way line a distance of 33.64 feet to the beginning of a curve to the left, having a radius of 211.66 feet; thence in a northeasterly direction along said curve and right-of-way line, a distance of 133.20 feet to the Point of Beginning.

Parcel V

Lot 15B, according to a Resurvey of Lot 15A of a resurvey of Lots 14 and 15 Gravette's Addition to Huffman as recorded in Map Book 90 Page 24 in the Probate Office of Jefferson County, Alabama; being situated in Jefferson County, Alabama.

## EXHIBIT B

(Existing Leases)

<u>Lessor</u>	<u>Lessee</u>	<u>Date</u>
Borrower	Shop-A-Snak Food Mart, Inc. (Parcel I)	9/1/94
Borrower	Shop-A-Snak Food Mart, Inc. (Parcel II)	9/1/94
Borrower	Shop-A-Snak Food Mart, Inc. (Parcel III)	9/1/94
Borrower	Shop-A-Snak Food Mart, Inc. (Parcel IV)	9/1/94
Borrower	Shop-A-Snak Food Mart, Inc. (Parcel V)	12/10/92

Inst # 1996-32291

292587.03 133 3818 108

B-1 10/01/1996-32291  
09:25 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
010 NCD 24.00