

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: <u>2</u>	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.	
1. Return copy or recorded original to: John G. Lowther Attorney at Law 3500 Independence Drive Birmingham, Al 35209 Pre-paid Acct. # _____			THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office	
2. Name and Address of Debtor (Last Name First if a Person) G S C Properties, An Alabama General Partnership 180 Commerce Drive Pelham, Al 35124 Social Security/Tax ID # _____			Inst # 1996-32403 10/01/1996-32403 11:48 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 003 NC3 17.00	
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) Highland Bank P. O. Box 55338 Birmingham, Al 35255 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: As described in Exhibit "B" This is a fixture filing filed as additional security with a mortgage recorded herewith. The record owner of the real estate where the property is located is G S C Properties, An Alabama General Partnership, and is described in Exhibit "A". 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>270,000.00</u> 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 Secured Party(ies) (Required only if filed without debtor's Signature — see Box 6)				
G S C Properties, An Alabama General Partnership Signature(s) of Debtor(s) By: <u>[Signature]</u> Signature(s) of Debtor(s) By: <u>[Signature]</u> Type Name of Individual or Business Highland Bank Signature(s) of Secured Party(ies) By: <u>[Signature]</u> , Vice Pres. Signature(s) of Secured Party(ies) or Assignee Highland Bank Type Name of Individual or Business				
(1) FILING OFFICER COPY — ALPHABETICAL (2) FILING OFFICER COPY — NUMERICAL (3) FILING OFFICER COPY — ACKNOWLEDGEMENT (4) FILE COPY — SECOND PARTY(S) (5) FILE COPY DEBTOR(S)				
STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1 Approved by The Secretary of State of Alabama				

EXHIBIT "A"

Commence at the Southwest corner of the NE 1/4 of the SE 1/4 of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama and run thence South 88 degrees 33 minutes 56 seconds East along the South line of said quarter-quarter section a distance of 174.65 feet to a point on the Westerly right of way line of Interstate Highway No. I-65; thence run along said right of way line in a curve to the right having a central angle of 1 degree 29 minutes 31 seconds and a radius of 5,854.58 feet a distance of 152.45 feet to the P.T. of said curve; thence continue along the tangent of said curve and the same said right of way line in a Northeasterly direction a distance of 1,053.01 feet to the point of beginning of the property being described; thence continue along last described course a distance of 191.92 feet to a point; thence turn a deflection angle of 111 degrees 24 minutes 45 seconds to the left and run Westerly a distance of 163.46 feet to a point on the Easterly margin of a storm drainage channel or canal in a curve to the right having a central angle of 41 degrees 35 minutes 39 seconds and a radius of 147.00 feet; thence run Southwesterly along said margin of said channel an arc distance of 106.72 feet to the P.T. of said channel curve; thence continue along the tangent of said curve a distance of 73.11 feet to the P.C. of a channel curve to the left having a central angle of 28 degrees 40 minutes 11 seconds and a radius of 580.01 feet; thence continue along the arc of said channel margin an arc distance of 290.23 feet to a point; thence 90 degrees 00 minutes 00 seconds left from tangent and run Southeasterly a distance of 1.96 feet to a point on the arc of a cul-de-sac curve to the right having a central angle of 118 degrees 36 minutes 43 seconds and a radius of 80.0 feet; thence run along the arc of said cul-de-sac radius and the property line of said cul-de-sac an arc distance of 165.61 feet to a point; thence turn 77 degrees 30 minutes 00 seconds from tangent and run East-Northeasterly a distance of 343.71 feet to the point of beginning. Situated in Shelby County, Alabama.

Exhibit B

All of the Debtor's right, title and interest in and to the following described Collateral, whether now or hereafter existing or now owned or hereafter acquired or accrued (collectively referred to herein as the "Collateral") located on the property described in Exhibit A attached hereto and made a part hereof (hereinafter called the "Land"):

(a) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, machinery, equipment, furniture, furnishings, and accessories of every nature whatsoever now or hereafter owned by the Debtor and located in, on, or used or intended to be used in connection with or with the operation of said Land, buildings, structures, or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing.

(b) All building materials, equipment, fixtures, fittings, and personal property of every kind or character now owned or hereafter acquired by the Debtor for the purpose of being used or useful in connection with the improvements located or to be located on the Land, whether such materials, equipment, fixtures, fittings, and personal property are actually located on or adjacent to said Land or not, and whether in storage or otherwise, wheresoever the same may be located, including, but without limitation, all lumber and lumber products, bricks, building stones, and building blocks, sand and cement, roofing material, paint, doors, windows, hardware, nails, wires and wiring, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, furniture, ranges, refrigerators, dishwashers, disposals, and in general all building materials and equipment of every kind and character used or useful in connection with said improvements.

(c) Proceeds and products of all of the foregoing Land and Collateral.

TOGETHER with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever in any way belonging, relating or appertaining to any of the Collateral, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Debtor, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, property, possession, claim, and demand whatsoever at law, as well as in equity, of the Debtor of, in and to the same, including but not limited to:

(d) All rents, profits, issues, and revenues of the Land from time to time accruing, whether under leases, agreements or tenancies now existing or hereafter created, reserving to Debtor, however, so long as Debtor is not in default hereunder, the right to receive and retain the rents, issues, revenues and profits thereof, and

(e) All judgments, awards of damages, and settlements hereafter made resulting from condemnation proceedings or the taking of the Land or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets.

Inst # 1996-32403

10/01/1996-32403
11:48 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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