

1. Return copy or recorded original to:

Randolph H. Lanier
Balch & Bingham
P.O. Box 306
Birmingham, AL 35201

Pre-paid Acct. # _____

2. Name and Address of Debtor (Last Name First if a Person)

Just For Feet, Inc.
153 Cahaba Valley Parkway North
Pelham, AL 35124

Social Security/Tax ID # _____

2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)

Social Security/Tax ID # _____

☐ Additional debtors on attached UCC-E

3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)

Compass Bank
P.O. Box 10566
Birmingham, AL 35296
Attn: Alabama Real Estate Department

Social Security/Tax ID # _____

☐ Additional secured parties on attached UCC-E

THIS SPACE FOR USE OF FILING OFFICER
Date, Time, Number & Filing Office

FILED WITH:

Judge of Probate in Shelby County, AL

4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)

FILED # 1997-03847

082(96)AM 997-03847

02/06/1997-03847

08:13 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

004 MCD 18.00

5. The Financing Statement Covers the Following Types (or items) of Property:

that collatateral as more particularly described on Exhibit A attached hereto.

*Additional security for real estate mortgage recorded contemporaneously herewith.

Check X if covered: ☒ 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)

☐ already subject to a security interest in another jurisdiction when it was brought into this state.

☐ already subject to a security interest in another jurisdiction when debtor's location changed to this state.

☐ which is proceeds of the original collateral described above in which a security interest is perfected.

☐ acquired after a change of name, identity or corporate structure of debtor

☐ 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 \$ **6,000,000***

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ _____

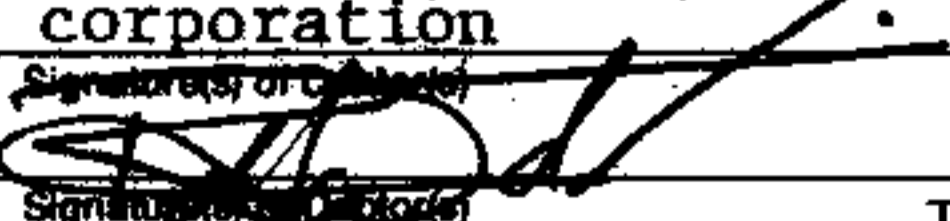
8. ☐ This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)

Signature(s) of Secured Party(ies)
(Required only if filed without debtor's Signature — see Box 6)

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	—	—	—

JUST FOR FEET, INC., an Alabama corporation

By:  Its: **EUP**

Type Name of Individual or Business

COMPASS BANK

By:  Its: **Wick Fredrick**

Type Name of Individual or Business

EXHIBIT A
DESCRIPTION OF COLLATERAL

- (a) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the real property described on **Exhibit B** (the "Land"), and all fixtures, fittings and building materials of every nature whatsoever now or hereafter owned by the **Debtor** and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals, substitutions, replacements and accessions to any of the foregoing, whether such fixtures, fittings and building materials actually are located on or adjacent to the Land or not, and whether in storage or otherwise, and wheresoever the same may be located (the "Improvements");
- (b) All accounts, general intangibles, contracts and contract rights relating to the Land and the Improvements, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and sale of all or any part of the Land and the Improvements;
- (c) 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, leases, subleases, licenses, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, 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:
 - (i) All rents, royalties, profits, issues and revenues of the Land and the Improvements from time to time accruing, whether under leases or tenancies now existing or hereafter created; and
 - (ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Land and the Improvements or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land and Improvements or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Secured Party hereby is authorized on behalf of and in the name of **Debtor** to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Secured Party may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' fees, on any of the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released;
- (d) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a), (b) or (c) above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the foregoing items or types of property described in (a), (b) or (c) above.

Debtor hereby grants Secured Party a security interest in the foregoing.

Record Owner of Real Estate (the Land): **Debtor**.

EXHIBIT B

DESCRIPTION OF REAL PROPERTY

A parcel of land situated in Section 29, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows: Begin at a 3" capped iron locally accepted to be the Southwest corner of the Northwest Quarter of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter of said Section 29, thence run in an easterly direction along the South line of said Quarter-Quarter Section for a distance of 1,331.84 feet to the Northwest right-of-way line of Alabama Highway No. 119; thence turn an angle to the right of 115 degrees 55 minutes 45 seconds and run in a southwesterly direction along said Northwest right-of-way line for a distance of 29.43 feet to a point on a curve to the right having a central angle of 2 degrees 51 minutes 56 seconds and a radius of 5,950.82 feet; thence run in a southwesterly direction along the arc of said curve and also along said Northwest right-of-way line for a distance of 297.62 feet to a concrete monument found; thence run tangent to last stated curve in a southwesterly direction along said Northwest right-of-way line for a distance of 633.43 feet to an iron pin set on a curve to the right having a central angle of 93 degrees 10 minutes 21 seconds and a radius of 40.00 feet; thence run in a southwesterly to northwesterly direction along the arc of said curve for a distance of 65.05 feet to an iron pin set on the Northeast right-of-way line of Brook Highland Drive as recorded in Map Book 12, on Page 74 in the Office of the Judge of Probate, Shelby County, Alabama; thence run tangent to last stated curve in a northwesterly direction along said Northeast right-of-way line for a distance of 184.80 feet to an iron pin set on a curve to the left having a central angle of 24 degrees 23 minutes 04 seconds and a radius of 1016.93 feet; thence run in a northwesterly direction along the arc of said curve and also along said Northeast right-of-way line for a distance of 432.79 feet to an iron pin set; thence run tangent to last stated curve in a northwesterly direction along said Northeast right-of-way line for a distance of 753.21 feet to an iron pin set; thence turn an angle to the right of 42 degrees 51 minutes 31 seconds and run in a northwesterly direction leaving said Northeast right-of-way line for a distance of 18.06 feet to an iron pin set at the edge of a lake when at normal pool; thence turn an angle to the right of 70 degrees 23 minutes 31 seconds and run in a northeasterly direction along said edge of lake for a distance of 61.99 feet to a point; thence turn an angle to the left of 0 degrees 01 minutes 16 seconds and run in a northeasterly direction along said edge of lake for a distance of 57.30 feet to a point; thence turn an angle to the right of 13 degrees 34 minutes 11 seconds and run in a northeasterly direction along said edge of lake for a distance of 32.34 feet to a point; thence turn an angle to the left of 19 degrees 25 minutes 22 seconds and run in a northeasterly direction along said edge of lake for a distance of 44.52 feet to a point; thence turn an angle to the right of 12 degrees 18 minutes 21 seconds and run in a northeasterly direction along said edge of lake for a distance of 61.04 feet to a point; thence turn an angle to the right of 25 degrees 36 minutes 54 seconds and run in a northeasterly direction along said edge of lake for a distance of 13.36 feet to a point; thence turn an angle to the left of 61 degrees 23 minutes 46 seconds and run in a northeasterly direction along said edge of lake for a distance of 51.24 feet to a point; thence turn an angle to the right of 16 degrees 13 minutes 07 seconds and run in a northeasterly direction along said edge of lake for a distance of 57.91 feet to a point; thence turn an angle to the right of 10 degrees 22 minutes 12 seconds and run in a northeasterly direction along said edge of lake for a distance of 56.16 feet to a point; thence turn an angle to the left of 28 degrees 54 minutes 28 seconds and run in a northeasterly direction along said edge of lake for a distance of 31.32 feet to a point; thence turn an angle to the right of 9 degrees 27 minutes 04 seconds and run in a northeasterly direction along said edge of lake for a distance of 26.27 feet to a point; thence turn an angle to the right of 20 degrees 34 minutes 18 seconds and run in a northeasterly direction along said edge of lake for a distance of 72.61 feet to a point; thence turn an angle to the left of 16 degrees 12 minutes 38 seconds and run in a northeasterly direction along said edge of lake for a distance of 40.24 feet to a point; thence turn an angle to the left of 11 degrees 33 minutes 11 seconds and run in a northeasterly direction along said edge of lake for a distance of 77.13 feet to a point; thence turn an angle to the right of 15 degrees 57 minutes 58 seconds and run in a northeasterly direction along said edge of lake for a distance of 112.35 feet to a point; thence turn an angle to the left of 0 degrees 03 minutes 47 seconds and run in a northeasterly direction along said edge of lake for a distance of 95.83 feet to a point; thence turn an angle to the right of 13 degrees 06 minutes 34 seconds and run in a northeasterly direction along said edge of lake for a distance of 43.41 feet to a point; thence turn an angle to the right of 8 degrees 44 minutes 26 seconds and run in a northeasterly direction along said edge of lake for a distance of 44.07 feet to a point; thence turn an angle to the left of 17 degrees 56 minutes 53 seconds and run in a

northeasterly direction along said edge of lake for a distance of 46.94 feet to an iron pin set at the edge of lake; thence turn an angle to the right of 51 degrees 26 minutes 25 seconds leaving said edge of lake and run in a northeasterly direction for a distance of 134.34 feet to an iron pin found on the West line of the Southwest Quarter of the Northeast Quarter of said Section 29; thence turn an angle to the right of 108 degrees 00 minutes 49 seconds and run in a southerly direction along the West line of said Quarter-Quarter Section for a distance of 463.56 feet to the point of beginning.

* Normal pool defined by spillway Key Elevation

567.50.

Inst # 1997-03847

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