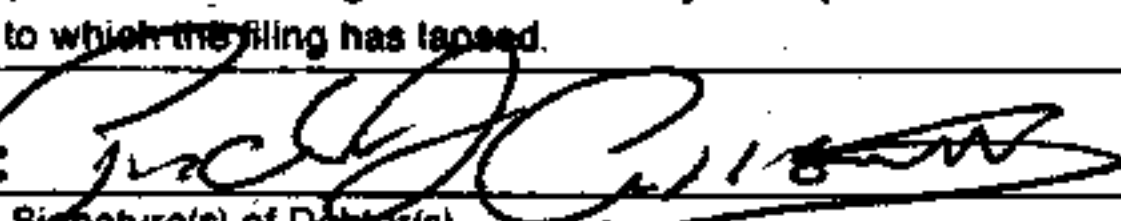



# STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT FORM UCC-1 ALA.

32136

**Important: Read Instructions on Back Before Filling out Form.**

REORDER FROM  
**Registre, Inc.**  
514 PIERCE 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: <b>3</b>	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
1. Return copy or recorded original to: <b>Timothy D. Davis, Esq.</b> <b>Gordon, Silberman, Wiggins &amp; Childs</b> <b>1400 SouthTrust Tower</b> <b>Birmingham, Alabama 35203</b>  Pre-paid Acct. # _____		<div style="transform: rotate(-90deg); font-weight: bold;">Inst # 1997-12227</div> <div style="transform: rotate(-90deg); font-weight: bold;">04/21/1997-12227</div> <div style="transform: rotate(-90deg); font-weight: bold;">11:04 AM CERTIFIED</div> <div style="transform: rotate(-90deg); font-weight: bold;">SHELBY COUNTY JUDGE OF PROBATE</div> <div style="transform: rotate(-90deg); font-weight: bold;">DOA REC 12.00</div>
2. Name and Address of Debtor (Last Name First if a Person)  <b>AJA Enterprises, Inc.</b> <b>611 Montgomery Highway</b> <b>Birmingham, Alabama 35216</b>  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)  <b>SouthTrust Bank of Alabama,</b> <b>National Association</b> <b>P. O. Box 2554</b> <b>Birmingham, Alabama 35290</b>  Social Security/Tax ID # _____		4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)  FILED WITH: <b>Shelby</b> <b>Jackson County Judge of Probate</b>
<input type="checkbox"/> Additional secured parties on attached UCC-E		
5. The Financing Statement Covers the Following Types (or items) of Property:  <p>See attached Schedule I for description of collateral.</p> <p>This UCC-1 is to be cross-referenced in real estate records.</p> <p>Debtor is the record owner of the real estate.</p> <p>This UCC-1 is filed as additional security for an indebtedness secured by a Mortgage and Security Agreement recorded simultaneously herewith.</p> <div style="float: right; text-align: right;">           5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:            _____            _____            _____            _____            _____            _____            _____         </div> <p>Check X if covered: <input checked="" type="checkbox"/> Products of Collateral are also covered.</p>		
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 \$ <b>879,000.00</b> Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ <b>-0-</b>  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)
By:  Signature(s) of Debtor(s) Its: <b>President</b> Signature(s) of Debtor(s) <b>AJA Enterprises, Inc.</b> Type Name of Individual or Business		By:  Signature(s) of Secured Party(ies) or Assignee Its: <b>VICE PRESIDENT</b> Signature(s) of Secured Party(ies) or Assignee <b>SouthTrust Bank of Alabama, National</b> Type Name of Individual or Business <b>Association</b>

### Schedule I

(1) 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 "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 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 Property as between Debtor and Secured Party 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 that certain Mortgage and Security Agreement entered into by and between Debtor and Secured Party simultaneously herewith (as the same may be amended or modified from time to time, 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 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 of and from the 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 proceeds from any sale or other disposition of the Property, or any part thereof), 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 the Mortgage or such collection is not otherwise restricted by the Mortgage.

(2) All of Debtor's right, title and interest in, to and under:

(a) Any and all plans, specifications and drawings relating to the Property and/or Improvements, and any and all modifications thereof and changes thereto;

(b) All deposit or similar accounts relating to the Property or the Improvements;

(c) Debtor's books and records relating to the Property or the Improvements;

(d) All applications and commitments now in existence or hereafter made or issued relating to the permanent financing of the Property and Improvements; and

(e) All contracts or other agreements to which Debtor now or hereafter is a party or a beneficiary (whether an original party or an assignee or other successor in interest to an original party) relating to the Property and/or the Improvements or to the construction, repairing, use, occupancy, equipping, marketing, management, sale or lease of all or any part of the Improvements and/or the Property, and any and all renewals, extensions and modifications of any thereof, and all bonds and other guaranties of payment or performance in favor of Debtor under or with respect to any thereof.

Except as otherwise specifically defined herein, all capitalized words and phrases used herein shall have the respective meanings attributable to them as set forth in the Mortgage, the terms and conditions of which are hereby incorporated herein by this reference.

K:\CORP\SOUTHTRU\AJA\DOC\UCC-SCH.BXH



Exhibit A

The following is a description of a tract of land situated in the SE 1/4 of the NE 1/4 of Section 35, Township 20 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southeast corner of the SE 1/4 of the NE 1/4 of Section 35, Township 20 South, Range 3 West, and run in a Westerly direction along the South said 1/4 - 1/4 section line 374.41 feet to the West right of way line of U.S. Highway 31 which is the point of beginning; thence continue along said course 113.30 feet to the East right of way line of L & N Railroad; thence  $96^{\circ} 42' 35''$  right 209.00 feet along said L & N Railroad right of way line; thence  $83^{\circ} 17' 25''$  right 108.17 feet to the West right of way line of U.S. Highway 31; thence  $95^{\circ} 05' 25''$  right and continue on said right of way 48.34 feet to a curve to the right, said curve having a central angle of  $00^{\circ} 34' 10''$  with a radius of 16,102.5 feet; thence continue on said curve 160.04 feet to the point of beginning.

Inst # 1997-12227

04/21/1997-12227  
11:04 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 NEJ 18.00