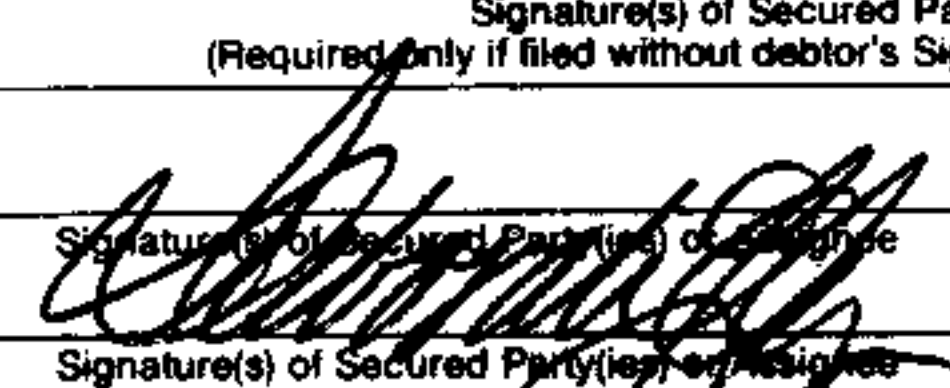


STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT FORM UCC-1 ALA.

25860

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

☐ 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: Bank of America NT & SA 333 S. Beaudry, CMLS Unit 1777 Los Angeles, CA 90017 Attn: Betty O'Quinn UCC LN#0900274 Pre-paid Acct. # _____				INDEX # 1997-12446 04/22/1997-12446 12:21 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE DOB HCB 3461.15	
2. Name and Address of Debtor (Last Name First if a Person) Hunter of Alabama Associates (an Iowa Limited Partnership) P.O.Box 17 Jefferson, IA 50129 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) *Gibraltar Savings (a California corporation) P.O. Box 9091 Van Nuys, CA 91409 Social Security/Tax ID # _____				4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person) _____	
☐ Additional secured parties on attached UCC-E				FILED WITH: Probate Office of Shelby County, Alabama	
5. The Financing Statement Covers the Following Types (or items) of Property: The property described in Exhibit A attached hereto and incorporated herein, some of which property is or may become affixed to the real estate described in Exhibit B attached hereto and incorporated herein. the record owner or the real estate described in Exhibit B is Hunter of Alabama Associates. This financing statement is to be cross-indexed in the real estate mortgage records in the name of Hunter of Alabama Associates. *SEE EXHIBIT "C" ATTACHED HERETO AND MADE A PART HEREOF. THIS IS A LAPSED FILING #57179 DATED 2-11-80 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 \$ 2,294,048.80 Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ 3,441.07 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 Debtor(s) _____ 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)  _____ Signature(s) of Secured Party(ies) or Assignee Deborah Gose, Authorized Signer _____ Type Name of Individual or Business _____	

All of Debtor's right, title and interest in:

All equipment, machinery, fixtures, goods, accounts, general intangibles, documents, instruments and chattel paper, and all other personal property of every kind and description, whether now existing or hereafter acquired, now or at any time hereafter attached to, erected upon, situated in or upon, forming a part of, appurtenant to, used or useful in the construction or operation of or in connection with, or arising from the use or enjoyment of all or any portion of, or from any lease or agreement pertaining to, the real property or interests therein located in the County of Shelby, State of Alabama, as more particularly described in Exhibit B attached hereto and made a part hereof (the "Real Property"), including without limitation:

(A) All income, rents, royalties, revenue, issues, profits, proceeds and other benefits from any and all of the Real Property;

(B) All deposits made with or other security given to utility companies by Debtor with respect to the Real Property and the improvements thereon, and all advance payments of insurance premiums made by Debtor with respect thereto and all claims or demands relating to such deposits, other security and/or such insurance;

(C) All fixtures now or hereafter affixed to the Real Property, including all buildings, structures and improvements of every kind and description now or hereafter erected or placed thereon and any and all machinery, motors, elevators, boilers, equipment (including, without limitation, all equipment for the generation or distribution of air, water, heat, electricity, light, fuel or refrigeration or for ventilating or air conditioning purposes or for sanitary or drainage purposes or for the removal of dust, refuse or garbage), partitions, appliances, furnitures, furnishings, building service equipment, building materials, supplies, ranges, refrigerators, cabinets, laundry equipment, hotel, kitchen and restaurant equipment, computers and software, radios, televisions, awnings, window shades, venetian blinds, drapes and drapery rods and brackets, screens, carpeting and other floor coverings, lobby furnishings, games and recreational and swimming pool equipment, incinerators and other property of every kind and description now or hereafter placed, attached, affixed or installed in such buildings, structures, or improvements (all of such fixtures being referred to hereinafter as the "Improvements");

(D) All damages, royalties and revenue of every kind, nature and description whatsoever that debtor may be entitled to receive, either before or after any default hereunder, from any person or entity owning or having or hereafter acquiring a

right to the oil, gas or mineral rights and reservations of the Real Property;

(E) All proceeds and claims arising on account of any damage to or taking of the Real Property or the Improvements thereon or any part thereof, and all causes of action and recoveries for any loss or diminution in the value of the Real Property or the Improvements;

(F) All licenses (including, but not limited to, any operating licenses or similar licenses), contracts, management contracts or agreements, franchise agreements, permits, authorities or certificates required or used in connection with the ownership of, or the operation or maintenance of the Improvements;

(G) All governmental permits relating to construction, all names under or by which such real property or the Improvements may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all trademarks, trade names, patents pending and goodwill;

(H) All water rights appurtenant to such Real Property together with all pumping plants, pipes, flumes and ditches, all rights to the use of water as well as all rights in ditches for irrigation of the Real Property, all water stock relating to the Real Property, shares of stock or other evidence of ownership of any part of the Real Property that is owned by Debtor in common with others, and all documents of membership in any owners or members association or similar group having responsibility for managing or operating any part of the Real Property;

(I) All plans and specifications prepared for construction of the Improvements and all studies, data and drawings related thereto; and also all contracts and agreements of Debtor relating to the aforesaid plans and specifications or to the aforesaid studies, data and drawings, or to the construction of the Improvements; and

(J) All sales agreements, deposit receipts, escrow agreements and other ancillary documents and agreements entered into with respect to the sale to any purchasers of any part of the Real Property or any buildings or structures on the Real Property, together with all deposits and other proceeds of the sale thereof.

All replacements, repairs and substitutions of, and accessions and additions to, any of the foregoing.

All proceeds of any of the foregoing, including, without limitation, proceeds of any voluntary or involuntary disposition or claim respecting any thereof (pursuant to judgment,

condemnation award or otherwise) and all goods, documents, general intangibles, chattel paper and accounts, wherever located, acquired with cash proceeds of any of the foregoing or proceeds thereof.

The filing of this financing statement shall not be construed to derogate from or impair the lien or provisions of that certain Mortgage and Security Agreement, from Debtor, as Mortgagor, to Secured Party, as Mortgagee, encumbering the Real Property with respect to any property described therein which is real property. The hereby stated intention of Debtor and Secured Party is that everything used in connection with the production of income from such real property or adapted for use therein is, and at all times and for all purposes and in all proceedings, both legal and equitable, shall be regarded as, real property and part of the real property encumbered by such Mortgage, irrespective of whether or not the same is physically attached to the improvements thereon. Similarly, nothing in this financing statement shall be construed to alter any of the rights of Secured Party as determined by such Mortgage or the priority of the Secured Party's lien created thereby. This financing statement is declared to be for the protection of Secured Party in the event any court shall at any time hold that notice of Secured Party's priority of interest in any property or interests described in such Mortgage must, in order to be effective against a particular class of persons, including, but not limited to, the United States Government and any agencies thereof, be filed in the office wherein this financing statement is filed.

[Legal Description]

A parcel of land located in Section 1, Township 20 South, Range 3 West, more particularly described as follows: Begin at the NE corner of said Section 1; thence South along the East line thereof, a distance of 1326.0 feet; thence 45 degrees 51 minutes right, in a Southwesterly direction a distance of 2025.0 feet; thence 90 degrees right, in a North-westerly direction, a distance of 682.0 feet; thence 81 degrees, 04 minutes right, in a Northeasterly direction, a distance of 663.0 feet; thence 90 degrees left, in a Northwesterly direction, a distance of 500.0 feet; thence 90 degrees right, in a Northeasterly direction, a distance of 1807.34 feet to a point on the North line of said Section 1; thence 55 degrees right, in an Easterly direction, a distance of 844.43 feet to the point of beginning.

Situated in Shelby County, Alabama.

EXHIBIT "C"

Marine Midland Bank, National Association, as Trustee pursuant to that certain Pooling and Servicing Agreement dated as of February 10, 1992 for DIAWA Mortgage Acceptance Corporation, Mortgage Pass Through Certificates Series 1992-3, Successor in interest to Resolution Trust corporation, receiver of Gibraltar Savings, a California Corporation by: Bank of America, NT & SA (successor by merger to Security Pacific National Bank) as Master Servicer, its Authorized Servicer.

Inst # 1997-12446

**04/22/1997-12446
12:21 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006, HCD 3461.15**