

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

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:	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.																												
1. Return copy or recorded original to: Corley, Moncus & Ward, P.C. Post Office Box 59807 Birmingham, Alabama 35259-0807 Attn: Claude McCain Moncus			THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office  <b>Inst # 1997-12871</b> <b>04/25/1997-12871</b> <b>01:20 PM CERTIFIED</b> <b>SHELBY COUNTY JUDGE OF PROBATE</b> <b>007 MCD 21.00</b>																												
2. Name and Address of Debtor (Last Name First if a Person) Quaker Square Development Co., Inc., an Alabama Corporation 7000 Highway 25 Montevallo, Alabama 35115																															
Pre-paid Acct. #																															
Social Security/Tax ID #																															
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)			Judge of Probate (filed as additional security)																												
Social Security/Tax ID #																															
<input type="checkbox"/> Additional debtors on attached UCC-E																															
3. SECURED PARTY (Last Name First if a Person) First Commercial Bank Post Office Box 11746 Birmingham, Alabama 35202-1746 Attn: A. Todd Beard Social Security/Tax ID #																															
<input type="checkbox"/> Additional secured parties on attached UCC-E			4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)  <b>04/25/1997-12871</b> <b>01:20 PM CERTIFIED</b> <b>SHELBY COUNTY JUDGE OF PROBATE</b> <b>007 MCD 21.00</b>																												
5. The Financing Statement Covers the Following Types (or items) of Property:  All of the fixtures, equipment, furniture, furnishings and personal property of every nature, now owned or hereafter acquired by Debtor, all additions, replacements and proceeds thereof and all other property set forth in Schedule I attached hereto, located on the real property described in Exhibit A and Exhibit B attached hereto.																															
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) \$																															
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)			5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing: <table border="1"><tr><td>1</td><td>0</td><td>0</td><td>---</td></tr><tr><td>3</td><td>0</td><td>0</td><td>---</td></tr><tr><td>3</td><td>0</td><td>2</td><td>---</td></tr><tr><td>5</td><td>0</td><td>0</td><td>---</td></tr><tr><td>2</td><td>0</td><td>0</td><td>---</td></tr><tr><td>---</td><td>---</td><td>---</td><td>---</td></tr><tr><td>---</td><td>---</td><td>---</td><td>---</td></tr></table>	1	0	0	---	3	0	0	---	3	0	2	---	5	0	0	---	2	0	0	---	---	---	---	---	---	---	---	---
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By: <u>Terry M. Habshey</u> Signature(s) of Debtor(s) Type Name of Individual or Business			By: <u>A. Todd Beard</u> Signature(s) of Secured Party(ies) or Assignee Type Name of Individual or Business																												
Quaker Square Development Co., Inc., an Alabama Corporation																															
Its President																															
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"

### **Tract I: (Crow Land Tract)**

All of Section 20, Township 20 South, Range 3 West, except that part lying Northwest of Shelby County Highway #32; except that part lying West of the Cahaba River; except the Southwest 1/4 of the Southwest 1/4; except the West 162.00 feet more or less of the East 1/2 of the Southwest 1/4; except the South 1/2 of the Southeast 1/4; except the Northeast 1/4 of Southeast 1/4.

Situated in Shelby County, Alabama.

## EXHIBIT "A" CONTINUED

This Mortgage is junior and subordinate to that certain Mortgage executed by the Mortgagor in favor of Crow Land Company, Inc., recorded at Instrument Number 1992-05495 (Crow Land Mortgage), in the Probate office of Shelby County, Alabama and that certain Mortgage executed by the Mortgagor in favor of First Commercial Bank, recorded at Instrument Number 1997-12866 (First Commercial Bank Mortgage), in the Probate Office of Shelby County, Alabama,. It is specifically agreed that if the Mortgagor shall default in the payment of principal, interest or any other sums payable under the terms and provisions of any of these mortgages or loans, the Lender shall have the right, without notice to anyone, to cure such default by paying whatever amounts may be due under the terms of these mortgages and loans so as to put the same in good standing, and any and all payments so made, together with interest thereon, shall be added to the Obligations secured by this Mortgage, and the same, with interest thereon, shall be immediately due and payable; and, in the event such amounts are not paid in full when due, at the option of the Lender, this Mortgage shall be subject to immediate foreclosure in all respects as provided by law and by the provisions hereof.

As of the date of this Mortgage, the outstanding balance under the Crow Land Mortgage is \$278,315.78 and the outstanding balance under the First Commercial Bank Mortgage is \$1,390,000.00. The Mortgagor hereby agrees with the Lender that no further advances shall be made under these loans, and that the principal balance of these loans shall not increase above such amount prior to the termination of this Mortgage without the prior written consent of the Lender.

1. Riparian and other rights created by the fact that the subject property fronts the Cahaba River.
2. Right of Way granted to Alabama Power Company by instrument(s) recorded in Real Book 46, Page 69; Deed Book 247, Page 853, Deed Book 131, Page 447 and Deed Book 139, Page 238.
3. Right of Way granted to McKenzie Methane Corporation as set out in Deed Book 259, Page 610.
5. Right of Way granted to Birmingham Mineral Railroad Company in Deed Book 12, Page 449.

EXHIBIT "B"

Tract IV: (Crow Land Tract)

The Southwest  $\frac{1}{4}$  of Southwest  $\frac{1}{4}$  and West 162.00 feet, more or less, of the East  $\frac{1}{2}$  of Southwest  $\frac{1}{4}$  of Section 20, Township 20 South, Range 3 West; the South  $\frac{1}{2}$  of Southeast  $\frac{1}{4}$  of Section 19, Township 20 South, Range 3 West, South and East of Cahaba River and the North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$ ; Northeast  $\frac{1}{4}$  of Northwest  $\frac{1}{4}$ , East of the river; Southwest  $\frac{1}{4}$  of Northeast  $\frac{1}{4}$ , east of the river; Southeast  $\frac{1}{4}$  of Northwest  $\frac{1}{4}$ , Northeast of the river; Northwest  $\frac{1}{4}$  of Southeast  $\frac{1}{4}$  and all the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ , East of Instrument recorded in Instrument No. 1993-15635 in the Probate Office, lying in Section 30, Township 20 South, Range 3 West.

Situated in Shelby County, Alabama.



## EXHIBIT "B" CONTINUED

This Mortgage is junior and subordinate to that certain Mortgage executed by the Mortgagor in favor of Crow Land Company, Inc., recorded at Instrument Number 1997-12798 (Crow Land Company Mortgage), in the Probate Office of Shelby County, Alabama and that certain Mortgage executed by Quaker Square Development Co., Inc. in favor of First Commercial Bank, recorded at Instrument Number 1997-12866 (First Commercial Bank Mortgage), in the Probate Office of Shelby County, Alabama. It is specifically agreed that if the Mortgagor shall default in the payment of principal, interest or any other sums payable under the terms and provisions of any of these mortgages or loans, the Lender shall have the right, without notice to anyone, to cure such default by paying whatever amounts may be due under the terms of these mortgages and loans so as to put the same in good standing, and any and all payments so made, together with interest thereon, shall be added to the Obligations secured by this Mortgage, and the same, with interest thereon, shall be immediately due and payable; and, in the event such amounts are not paid in full when due, at the option of the Lender, this Mortgage shall be subject to immediate foreclosure in all respects as provided by law and by the provisions hereof.

As of the date of this Mortgage, the outstanding balance under the Crow Land Company, Inc. is \$ 306,712.50 and the outstanding balance under the First Commercial Bank Mortgage is \$1,390,000.00. The Mortgagor hereby agrees with the Lender that no further advances shall be made under these loans, and that the principal balance of these loans shall not increase above such amount prior to the termination of this Mortgage without the prior written consent of the Lender.

1. Riparian and other rights created by the fact that the subject property fronts on the Cahaba River.
2. Right of Way granted to Alabama Power Company by instrument(s) recorded in Reel Book 46, Page 69; Deed Book 247, Page 852, Deed Book 131, Page 447 and Deed Book 139, Page 238.
3. Right of Way granted to McKenzie Methane Corporation as set out in Deed Book 259, Page 610.

## SCHEDULE I

(a) All buildings and building materials, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Borrower 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, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the Land or not and whether in storage or otherwise wheresoever the same may be located;

(b) 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, rights, titles, interest, 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 Borrower, 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 Borrower of, in and to the same, including but not limited to:

(i) All leases, written or oral, and all agreements for use or occupancy of any portion of the Mortgaged Property, the Improvements or any of the Personal Property described below with respect to which the Borrower is the lessor, including 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 Mortgaged Property or the Improvements, all such leases, subleases, agreements and tenancies heretofore mentioned being hereinafter collectively referred to as the "Leases";

(ii) any and all guaranties of the lessees and any sublessee's performance under any of the Leases;

(iii) 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, arising or issuing from or out of the Leases or from or out of the Mortgaged Property or any of the Improvements, or any part thereof, together with any and all rights and claims of any kind that the Borrower may have against any such lessee under the Leases or against any subtenants or occupants of the Mortgaged Property or any of the Improvements, all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents".

(iv) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Mortgaged Property or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Property or the improvements thereon or any part thereof, or to

any rights appurtenant thereto, including any award for change of grade or streets. Lender is hereby authorized on behalf and in the name of Borrower to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Lender 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.

(c) The Borrower's book and records relating to the Mortgaged Property thereon or any part thereof, all contracts now or hereafter made by Borrower relating to the Mortgaged Property;

(d) Borrower's interest in that certain Contract of Sale dated January 7, 1997 between Quaker Square, Inc. (as "Seller") and Royal Construction and Development Co., Inc. (as "Purchaser"), and the proceeds of such Contract of Sale.

(e) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a), (b), (c) and (d) above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all inventory, accounts, 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), (c) or (d) above.

Inst # 1997-12871

04/25/1997-12871  
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SHELBY COUNTY JUDGE OF PROBATE  
007 HCB 21.00