

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.
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1. Return copy or recorded original to: James E. Vann, Esquire Johnston & Conwell, L.L.C. 800 Shades Creek Parkway Suite 325 Birmingham, AL 35209 Pre-paid Acct. # _____	THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office <div style="text-align: center;"> <p>Inst # 1997-23859</p> <p>07/30/1997-23859</p> <p>11:05 AM CERTIFIED</p> <p>SHELBY COUNTY JUDGE OF PROBATE</p> <p>003 NCD 19.00</p> </div>
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2. Name and Address of Debtor (Last Name First if a Person) Szabo, David L. 249 Marwood Lane Birmingham, AL 35244 Social Security/Tax ID # _____	
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person) Szabo, Cheryl J. 249 Marwood Lane Birmingham, AL 35244 Social Security/Tax ID # _____	

<input checked="" type="checkbox"/> Additional debtors on attached UCC-E	
3. SECURED PARTY (Last Name First if a Person) First Commercial Bank P.O. Box 11746 Birmingham, AL 35202-1746 Social Security/Tax ID # _____	4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)

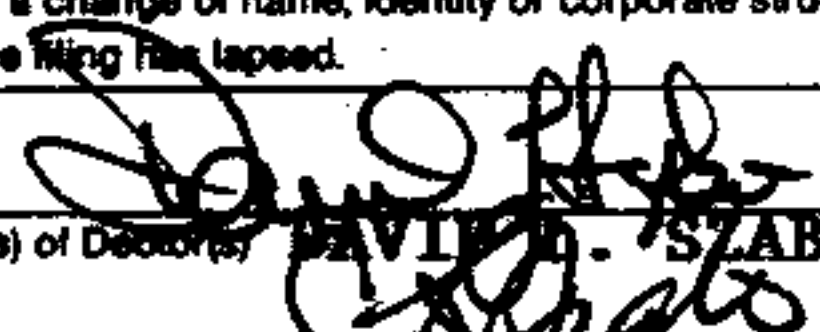
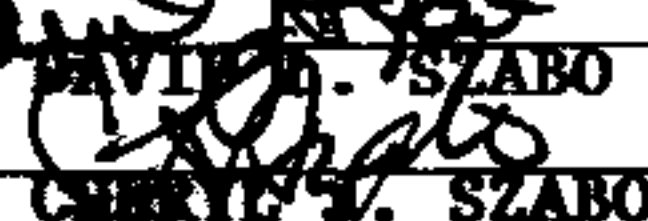


<input type="checkbox"/> Additional secured parties on attached UCC-E	
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5. The Financing Statement Covers the Following Types (or items) of Property:
 All of the equipment, fixtures, contract rights, general intangibles, and tangible personal property of every nature now owned or hereafter acquired by Debtors, all additions, replacements, and proceeds thereof and all other property set forth in SCHEDULE A attached hereto located on the real property described on EXHIBIT A attached hereto.
ALSO, all of American Gymnastics Association, Inc.'s equipment, furniture, fixtures, accounts, accounts receivable, inventory, and general intangibles of every kind and nature, whether presently owned or hereafter acquired and wherever located, and all additions, replacements, and proceeds thereof.
ADDITIONAL SECURITY FOR MORTGAGE RECORDED AT INSTRUMENT NUMBER:
1997 / 23858

Check X if covered: ☒ Products of Collateral are also covered.

5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:

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 checked="" 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)
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Signature(s) of Debtor(s)  _____ Signature(s) of Debtor(s)  _____ DAVID L. SZABO, CHERYL J. SZABO AND AMERICAN GYMNASTICS ASSOCIATION, INC. Type Name of Individual or Business	Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature — see Box 6) FIRST COMMERCIAL BANK BY:  _____ ITS:  _____ FIRST COMMERCIAL BANK Type Name of Individual or Business
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SCHEDULE A

All tangible personal property now or hereafter owned by Debtor and now or at any time hereafter located on or at the real estate described in Exhibit A attached hereto, or used in connection therewith, including, but not limited to: all goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarms systems, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor or outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including ice boxes, refrigerators, fans, heaters, stoves, water heaters and incinerators), inventory, rugs carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers and other lighting fixtures and office maintenance and other supplies; including, but not limited to, all refrigerators, ranges, dishwashers, disposals and hoods.

Together with all rents, issues, profits, royalties or other benefits derived from the real estate described in Exhibit A, and together with all leases or subleases covering any portion of the real estate described in Exhibit A, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature, and together with all additions and accessions thereto and replacements thereof; and together with all proceeds or sums payable in lieu of or as compensation for the loss or damage to any property covered hereby or the real property upon which said property covered hereby is or may be located; all rights in and to all pertinent present and future fire and/or hazard insurance policies; all fixtures; and together with all additions and accessions thereto and replacements thereof.

All fixtures, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and now or hereafter located in, on, or used or intended to be used in connection with or with the construction, operation, or use of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing; all building materials, equipment, fixtures and fittings 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 hereinabove described real estate, whether such materials, equipment, fixtures, and fittings are actually located on or adjacent to said real estate or not, and whether in storage or otherwise, wheresoever the same may be located. Personal property included within the property described in this Schedule A and with respect to which a security interest is granted in connection herewith shall specifically include, 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, and in general all building materials and equipment of every kind and character used or useful in connection with said improvements.

All Debtor's rights in and to the contracts, agreements, and other documents relating to the construction of the improvements on the property described in Exhibit A, including without limitation, construction contracts, drawings and specifications, together with any additions, extensions, revisions, modifications, or guarantees of performance or obligations to Debtor under any of the above.

EXHIBIT A

Part of the South 1/2 of the SE 1/4 of the NW 1/4 of Section 15, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Begin at a 2 1/2 inch capped iron at the Southwest corner of the SE 1/4 of the NW 1/4 of Section 15, Township 19 South, Range 2 West; thence run easterly along of said 1/4 1/4 Section line for 378.42 feet to an iron pin set and the point of beginning; thence continue along same course for 234.00 to an iron pin set; thence 90°00'00" left and run northerly for 220.38 feet to an iron pin set; thence 90°00'00" left and run westerly for 234.00 feet to an iron pin set; thence 90°00'00" left and run for 220.38 feet to the point of beginning.

LESS and EXCEPT any portion of the above described property which lies within the following described easement property:

Part of the south 1/2 of the SE 1/4 of the NW 1/4 of Section 15, Township 19 South Range 2 West, Shelby County, Alabama, being more particularly described as follows: commence at a 2 1/2 inch capped iron at the southwest corner of the SE 1/4 of the NW 1/4 of Section 15, Township 19 South, Range 2 West; thence run northerly along the west line of said 1/4 1/4 Section for 333.15 feet to an Old Axle, said axle being on the north line of said south 1/2 thence turn an angle to the right of 90°38'26" and run easterly along the north line of the said south 1/2 for 953.28 feet to a rebar on the westerly right of way line of Caldwell Mill Road; thence turn an angle to the right of 50°24'38" and run southeasterly for 19.37 feet to the point of beginning of the centerline of a 28 foot wide easement; thence turn an angle to the right of 112°30'34" and run southwesterly for 269.86 feet along the center line of said easement to a point, said point being on a curve to the right, said curve subtending a central angle of 27° 53' 20" and having a radius of 68.25 feet; thence run along the arc of said curve for 33.22 feet to the end of said curve; thence at tangent to said curve run westerly for 578.39 feet along the center line of said 28.0 foot wide easement to the end of said easement.

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