

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

<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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<p>1. Return copy or recorded original to:            Thomas C. Clark III, Esq.            Maynard, Cooper &amp; Gale, P.C.            1901 6th Avenue North, Suite 2400            Birmingham, AL 35203-2602</p> <p>Pre-paid Acct. # _____</p> <hr/> <p>2. Name and Address of Debtor (Last Name First if a Person)</p> <p>Compton &amp; Compton, Inc.            3928 Montclair Road            Birmingham, Alabama 35213            Attn: Mr. B. Donald Compton</p> <p>Social Security/Tax ID # _____</p> <hr/> <p>2A. Name and Address of Debtor (if any) (Last Name First if a Person)</p> <p>Social Security/Tax ID # _____</p> <hr/> <p><input type="checkbox"/> Additional debtors on attached UCC-E</p> <hr/> <p>3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)</p> <p>National Bank of Commerce of Birmingham            1927 First Avenue North            Birmingham, Alabama 35203            Attn: Mr. Stephen F. Vickery</p> <p>Social Security/Tax ID # _____</p> <hr/> <p><input type="checkbox"/> Additional secured parties on attached UCC-E</p>	<p><b>THIS SPACE FOR USE OF FILING OFFICER</b>          Date, Time, Number &amp; Filing Office</p> <div style="text-align: center; font-size: 1.2em; margin-top: 20px;"> <b>Inst # 1997-30337</b>   <b>09/22/1997-30337</b>  <b>08:44 AM CERTIFIED</b>  <b>SHELBY COUNTY JUDGE OF PROBATE</b>  <b>005 MCD</b> </div> <hr/> <p><b>FILED WITH:</b> Judge of Probate of Shelby County, Alabama</p> <hr/> <p>4. ASSIGNEE OF SECURED PARTY (If any)(Last Name First if a Person)</p>
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<p>5. The Financing Statement Covers the Following Types (or items) of Property:</p> <p>All types (or items) of property described on <u>Schedules I and II</u> attached hereto and made a part hereof.</p> <p>Some of the property described in <u>Schedule I</u> is now, or may in the future become, affixed to the Land described on <u>Exhibit A</u> attached hereto and made a part hereof. The Debtor is a record owner of said Land.</p> <p>* This financing statement is filed as additional security for the indebtedness secured by a certain Mortgage executed by the Debtor in favor of the Secured Party recorded concurrently herewith.</p> <p>Check X if covered <input checked="" type="checkbox"/> Products of Collateral are also covered</p>	<p>5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; width: 10%;">5</td> <td style="text-align: center; width: 10%;">0</td> <td style="text-align: center; width: 10%;">0</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table>	5	0	0																																																																			
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<p>6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so)</p> <p><input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state.</p> <p><input type="checkbox"/> already subject to a security interest in another jurisdiction when debtor's location changed to this state.</p> <p><input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest is perfected.</p> <p><input type="checkbox"/> acquired after a change of name, identity or corporate structure of debtor.</p> <p><input type="checkbox"/> as to which the filing has lapsed.</p>	<p>7. Complete only when filing with the Judge of Probate: The initial indebtedness secured by this financing statement is \$ _____</p> <p>Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ <u>N/A</u></p> <hr/> <p>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)</p>
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<p>COMPTON &amp; COMPTON, INC.</p> <p>_____          Signature(s) of Debtor(s)</p> <p>COMPTON &amp; COMPTON, INC.</p> <p>_____          Type Name of Individual or Business</p>	<p style="text-align: right;">Signatures of Secured Party(ies)          (Required only if filed without debtor's Signature - see Box 6)</p> <p>_____          Signature(s) of Secured Party(ies) or Assignee</p> <p>_____          Type Name of Individual or Business</p>
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**SCHEDULE I  
TO  
FINANCING STATEMENT**

This financing statement covers the following items (or types) of property:

(a) **Land**. The land located in Shelby County, Alabama more particularly described in Exhibit A, and all reversions and remainders in and to said land and all tenements, hereditaments, easements, rights-of-way, rights (including mineral and mining rights, and all water, oil and gas rights), privileges, royalties and appurtenances to said land, now or hereafter belonging or in anywise appertaining thereto, including any right, title and interest in, to or under any agreement or right granting, conveying or creating, for the benefit of said land, any easement, right or license in any other property, and in, to or under any streets, ways, alleys, vaults, gores or strips of land adjoining said land or any parcel thereof, or in or to the air space over said land; all rights of ingress and egress to parking facilities on or within said land; and all claims or demands of Grantor either at law or in equity, in possession or expectancy of, in or to any of the same (all of the foregoing hereinafter collectively called the "Land").

(b) **Improvements**. All buildings, structures, facilities and other improvements now or hereafter located on the Land, and all building materials, building equipment and fixtures of every kind and nature now or hereafter located on the Land or attached to, contained in, or used in connection with, any such buildings, structures, facilities or other improvements, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, now owned or hereafter acquired by the Grantor (all of the foregoing hereinafter collectively called the "Improvements," and together with the Land called the "Real Property").

(c) **Personal Property**. All goods, equipment, inventory, supplies and other items or types of tangible personal property (including additions and accessions thereto and replacements and substitutions therefor) now owned or hereafter created or acquired by the Grantor and attached to the Real Property (other than fixtures); or placed on the Real Property and used or useful in connection with, or in any way pertaining or relating to, the Real Property or the use and occupancy thereof, though not attached to the Real Property; or for which the proceeds of any credit secured by this financing statement have been or may be advanced, wherever the same may be located (hereinafter collectively called the "Personal Property").

(d) **Rents and Leases**. All leases, subleases, lettings and licenses, and other use and occupancy agreements, now or hereafter pertaining to any of the Real Property or Personal Property, and all rents, profits, issues and revenues of the Real Property and Personal Property now or hereafter accruing, whether accruing before or after the filing of any petition by or against the Grantor under the federal Bankruptcy Code.

(e) **Insurance Policies**. All policies of hazard insurance now or hereafter in effect that insure the Improvements, the Personal Property, or any of the other property conveyed or encumbered by the mortgage to which this financing statement relates (the "Mortgage"), together

with all right, title and interest of the Grantor in and to each and every such policy, and all proceeds thereof, including any premiums paid and rights to returned premiums.

(f) **Litigation Awards.** All judgments, damages, settlements, awards, payments and compensation, including all interest thereon, together with the right to receive the same, that may be made or due to the Grantor or any subsequent owner of any of the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage, as a result of the exercise of the right of eminent domain or condemnation, the alteration of the grade of any street or any other injury to or diminution or decrease in value of the Real Property, the Personal Property or any other such property.

(g) **General Intangibles and Agreements.** (1) All general intangibles relating to the development or use of the Real Property, the Personal Property or any other property conveyed or encumbered hereby, or the management and operation of any business of the Grantor thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals and other trade secrets; (2) the good will of any business conducted or operated on the Real Property, all governmental licenses and permits relating to the construction, renovation or operation thereof, all names under or by which the same may at any time be operated or known and all rights to carry on business under any such names or any variant thereof; and (3) all contracts and agreements (including leasing, construction, renovation, maintenance, engineering, architectural, management, operating and concession agreements) affecting the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage, or used or useful in connection therewith, whether now or hereafter entered into.

(h) **Supplemental Documents.** All changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing.

(i) **Proceeds.** All proceeds of any of the foregoing.

As used in this Schedule I, **Grantor** means the debtor(s) described in this financing statement.

Some of the above-described property is now, or may in the future become, affixed to the Land described in Exhibit A. The Grantor is a record owner of the Land.

**THIS FINANCING STATEMENT IS TO BE CROSS-INDEXED IN THE REAL ESTATE MORTGAGE RECORDS.**

**SCHEDULE II  
TO  
FINANCING STATEMENT**

This financing statement covers the following items (or types) of property:

(a) All leases and subleases, written or oral, and all agreements for use or occupancy of any portion of the land described on Exhibit A attached hereto and made a part hereof (the "Land") or any improvements, buildings, structures and fixtures now or hereafter located thereon (the "Improvements") with respect to which the Grantor is the lessor or sublessor, including the existing leases, if any, described on Exhibit B attached hereto and made a part hereof (the "Existing Leases"), 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 Land or the Improvements, all such leases, subleases, agreements and tenancies heretofore mentioned (including the Existing Leases), whether entered into before or after the filing by or against the Grantor of any petition for relief under the federal Bankruptcy Code, being covered by this assignment and being hereinafter collectively referred to as the "Leases";

(b) any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;

(c) 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 Grantor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, whether paid or accruing before or after the filing of any petition by or against the Grantor for relief under the federal Bankruptcy Code, arising or issuing from or out of the Leases or from or out of the Land or the Improvements, or any part thereof, including minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Land or the Improvements, together with any and all rights and claims that the Grantor may now or hereafter have against any such lessee under the Leases or against any subtenants or occupants of the Land or any of the Improvements; and

(d) any award, dividend or other payment made hereafter to the Grantor in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent.

As used in this Schedule II, Grantor means the debtor(s) described in this financing statement.

**EXHIBIT "A"**

**PARCEL I (#12):**

A parcel of land situated in the NE 1/4 of the NE 1/4 of Section 35, Township 20 South, Range 3 West in Shelby County, Alabama and being more particularly described as follows:

Commence at the SW Corner of the NE 1/4 of the NE 1/4 of Section 35, Township 20 South, Range 3 West; thence run easterly along the south line of said 1/4-1/4 section a distance of 920.46 feet to a point on the northwesterly right-of-way line of the CSX Transportation Railroad right-of-way line; thence left 83° 17' 00" along said right-of-way a distance of 154.88 feet to the Point of Beginning; thence continued along said right-of-way and the last described course a distance of 200.00 feet to a point on the southwesterly right-of-way line of Shelby County Highway No. 66 (80 foot right-of-way); thence left 83° 12' 00" along said right-of-way a distance of 201.42 feet; thence left 96° 48' 00" and leaving said right-of-way a distance of 223.85 feet; thence left 90° 00' 00" a distance of 200.00 feet to the Point of Beginning.

**PARCEL II (#13):**

Commence at the Northeast corner of the Southeast Quarter of the Southwest Quarter of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama and run thence South 0° 52 minutes 40 seconds East along the East line of the said 1/4-1/4 Section a distance of 918.55 feet to a point; thence run North 62° 54 minutes 15 seconds West a distance of 649.47 feet to a point on the Easterly right of way line of U.S. Highway No. 31; thence run North 27 degrees 05 minutes 45 seconds East along said right of way line a distance of 60.0 feet to the point of beginning of the property being described; thence continue along last described course a distance of 200.00 feet to a point; thence turn a deflection angle of 90° 00 minutes right and run South 62° 54 minutes 15 seconds East a distance of 150.00 feet to a point; thence turn a deflection angle of 90° 00 minutes right and run South 27° 05 minutes 45 seconds West a distance of 200.00 feet to a point; thence turn a deflection angle of 90° 00 minutes right and run North 62° 54 minutes 15 seconds West a distance of 150.00 feet to the point of beginning.

**EXHIBIT B**

**(Existing Leases)**

<u>Lessor</u>	<u>Lessee</u>	<u>Date</u>
Grantor	SALJAM, Inc.	_____, 1997
Grantor	Busby, Inc.	_____, 1997

Inst # 1997-30337

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09/22/1997-30337  
08:44 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
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