

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

Important: Read Instructions on Back Before Filling out Form.

REORDER FROM
Registred, Inc.
514 PIERCE ST.
P.O. BOX 218
ANOKA, MN, 55303
(612) 421-1713

85640

The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n). No. of Additional Sheets Presented: **3** This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Return copy or recorded original to:
Timothy D. Davis, Esq.
Gordon, Silberman, Wiggins & Childs, P.C.
1400 SouthTrust Tower
Birmingham, AL 35203

THIS SPACE FOR USE OF FILING OFFICER
Date, Time, Number & Filing Office

INSTR # 1997-34693

10/24/1997-34693
10:23 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
18.00
006/ MEL

2. Name and Address of Debtor (Last Name First if a Person)
South-East Convenience, Inc.
1920 St. Ives Drive
Birmingham, AL 35242

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)
SouthTrust Bank, National Association
P. O. Box 2554
Birmingham, AL 35290

Social Security/Tax ID # _____

FILED WITH:
Shelby County Judge of Probate

4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)

Additional secured parties on attached UCC-E

5. The Financing Statement Covers the Following Types (or items) of Property:

See attached Schedule I for description of collateral.

This UCC-1 is to be cross-referenced in real estate records. Debtor is the record owner of the real estate described on the attached Exhibit A.

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

This UCC-1 is filed as additional security for an indebtedness secured by a Mortgage and Security Agreement recorded simultaneously herewith.

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 \$ **1,440,000.00**

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ **-0-**

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)

By: *[Signature]*
Signature(s) of Debtor(s)

Its: *President*
Signature(s) of Debtor(s)

South-East Convenience, Inc.
Type Name of Individual or Business

Signature(s) of Secured Party(ies)
(Required only if filed without debtor's Signature — see Box 6)

By: *[Signature]*
Signature(s) of Secured Party(ies) or Assignee

Its: *Assistant Vice President*
Signature(s) of Secured Party(ies) or Assignee

SouthTrust Bank, National Association
Type Name of Individual or Business

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)

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(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\CROSSLAN\DOC\UCC-EXH

CSH

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Exhibit A

Description of Land

The following described property located in Shelby County, Alabama:

Commence at the NW corner of Section 27, Township 19 South, Range 1 West; thence run South along the West line of said Section for 3288.18 feet; thence 89°05'34", left run 2930.96 feet to the Southwesterly R/W of U.S. Highway 280; thence 10°30'41" left run along said R/W for 189.65 feet to the Point of Beginning; thence continue last described course for 260.01 feet; thence 89°51'25" right run 200.00 feet; thence 90°08'35" right run 260.01 feet; thence 89°51'25" right run 200.00 feet to the point of beginning. Situated in Shelby County, Alabama.

Inst # 1997-34693

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SHELBY COUNTY JUDGE OF PROBATE
004 MEL 18.00

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