

Important: Read Instructions on Back Before Filling out Form.

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

90639

<input type="checkbox"/> 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: Felton W. Smith Balch & Bingham LLP P. O. Box 306 Birmingham, AL 35201 Pre-paid Acct. # _____			THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office <div>Inst # 1997-40151</div> <div>12/10/1997-40151 09:32 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE NOV 11 1997</div>	
2. Name and Address of Debtor (Last Name First if a Person) Taylor Properties, L.L.C. #1 Shades Creek Parkway Birmingham, AL 35209 Social Security/Tax ID # _____				
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person) Social Security/Tax ID # _____				
<input type="checkbox"/> Additional debtors on attached UCC-E			FILED WITH: Judge of Probate of Shelby County, Alabama	
3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person) Compass Bank 15 South 20th Street Birmingham, AL 35233 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				
5. The Financing Statement Covers the Following Types (or items) of Property: See Exhibit A and Exhibit B hereto incorporated herein by reference. *This financing statement is filed as additional security for a real estate mortgage filed contemporaneously herewith upon which the mortgage recording tax has been paid. Check X if covered: <input checked="" type="checkbox"/> 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) <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 \$ 3,882,300 Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ 0.00* 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)				
Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature — see Box 6)				
Taylor Properties, L.L.C. Signature(s) of Debtor(s) By: Michael J. Hall Its Manager Signature(s) of Debtor(s) Taylor Properties, L.L.C. Type Name of Individual or Business			Compass Bank Signature(s) of Secured Party(ies) or Assignee By: David [Signature] Its: Vice Pres. Signature(s) of Secured Party(ies) or Assignee Compass Bank Type Name of Individual or Business	

EXHIBIT B
DESCRIPTION OF COLLATERAL
[COUNTY FILING]

- (a) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the property described in **Exhibit A** (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 Debtor 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 and replacements 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 (the "Improvements");
- (b) All accounts, general intangibles, contracts and contract rights relating to the Land and Improvements, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and sale of all or any part of the Land and Improvements;
- (c) 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 or hereafter acquired by the Debtor, and the reversion and reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Debtor of, in and to the same, including but not limited to:
 - (i) All rents, royalties, profits, issues and revenues of the Land and the Improvements from time to time accruing, whether under leases or tenancies now existing or hereafter created; and

- (ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Land and Improvements or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land and the Improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets.
- (d) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a), (b) or (c) 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) or (c) above.

Debtor hereby grants Secured Party a security interest in the foregoing.

Record Owner of Real Estate: Debtor.

PROVIDED AS ADDITIONAL SECURITY FOR REAL ESTATE MORTGAGE RECORDED
CONTEMPORANEOUSLY HEREWITH.

EXHIBIT A
DESCRIPTION OF REAL PROPERTY

Lot 2, according to the Survey of Taylor Properties Addition to U. S. Highway No. 280 as recorded in Map Book 23 page 47 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Inst # 1997-40151

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**12/10/1997-40151
09:32 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 18.00**