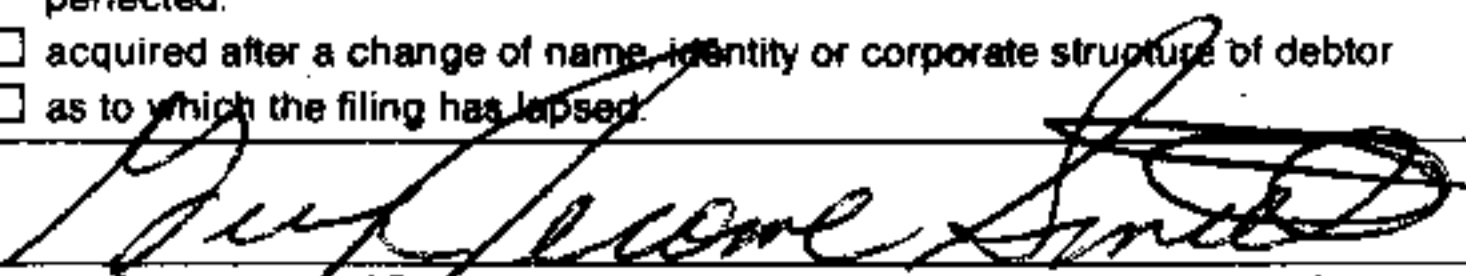
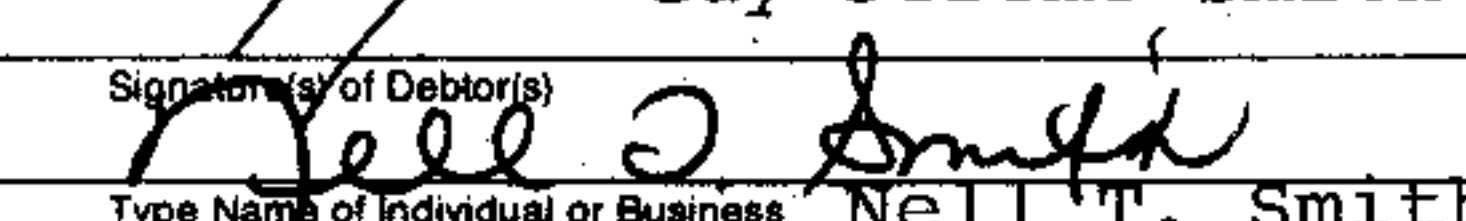
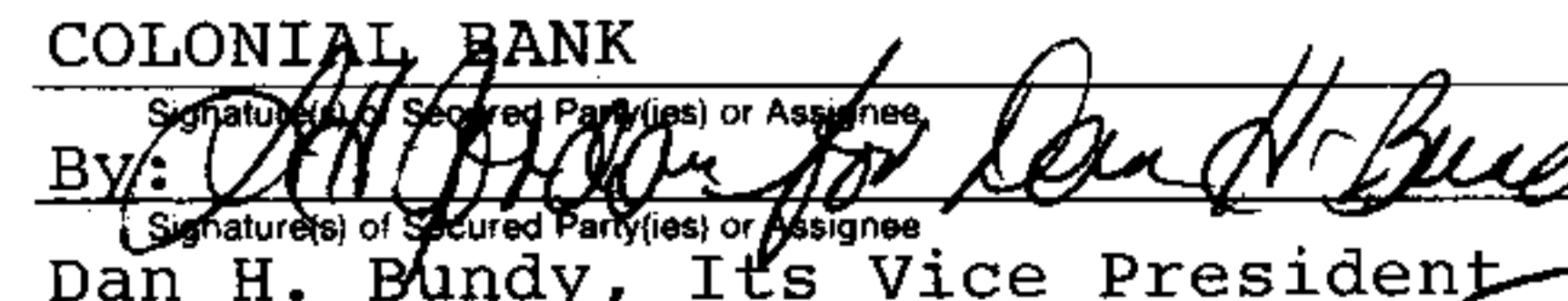


STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT FORM UCC-1 ALA.

Important: Read Instructions on Back Before Filling out Form.

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

82255

<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: Claude McCain Moncus, Esq. CORLEY, MONCUS & WARD, P.C. P. O. Box 59807 Birmingham, AL 35259-0807 Pre-paid Acct. # _____				<div style="writing-mode: vertical-rl; transform: rotate(180deg);"> Inst # 1998-01330 </div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);"> 01/14/1998-01330 </div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);"> 10:40 AM CERTIFIED </div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);"> SHELBY COUNTY JUDGE OF PROBATE </div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);"> 18.00 </div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);"> 003 MCD </div>	
2. Name and Address of Debtor (Last Name First if a Person) Smith, Guy Jerome XXXXXXXXXX Highway 119 @ County Road #26 Alabaster, Alabama 35007 Social Security/Tax ID # _____					
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person) Smith, Nell T. Highway 119 @ County Road #26 Alabaster, Alabama 35007 Social Security/Tax ID # _____					
<input type="checkbox"/> Additional debtors on attached UCC-E					
3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person) COLONIAL BANK 1928 1st Avenue North Birmingham, AL 35203 Attn: Dan H. Bundy Social Security/Tax ID # _____				4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person) FILED WITH: JUDGE OF PROBATE	
<input type="checkbox"/> Additional secured parties on attached UCC-E					
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 and made a part hereof, located on the real property described on the attached Exhibit "A". THIS FINANCING STATEMENT IS TO BE CROSS-INDEXED IN THE REAL ESTATE MORTGAGE RECORDS. DEBTORS ARE THE RECORD OWNERS OF THE REAL ESTATE.					
Check X if covered: <input 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					
Signature(s) of Debtor(s)  Guy Jerome Smith				7. Complete only when filing with the Judge of Probate: The initial indebtedness secured by this financing statement is \$ 283,000.00 Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ -0-	
Signature(s) of Debtor(s)  Nell T. Smith				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) Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature — see Box 6) COLONIAL BANK By:  Dan H. Bundy, Its Vice President	

SCHEDULE I

All of Debtor's right, title and interest in, to and under the foregoing described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, including replacements and additions thereto (which property is hereinafter referred to collectively as the "Premises"):

(a) All those certain tracts or parcels of land located in Shelby, County, Alabama, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Land"); and

(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 apparatuses 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, or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Premises, 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 Premises as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by a Mortgage and Security Agreement (the "Mortgage") to be filed simultaneously herewith; and

(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 Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by them; and

(d) All rents, issues, profits and revenues of the Premises from time to time accruing, including, without limitation, all sums due under any leases or tenancies, together with all proceeds of insurance, condemnation payments, security deposits and escrow funds, 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 Borrower to collect the same so long as an Event of Default has not occurred hereunder or such collection is not otherwise restricted by the Mortgage; and

(e) To the fullest extent assignable (if assignable by law), any and all licenses and permits obtained by Borrower relating to the use and operation of the Premises.

EXHIBIT "A"

A parcel of land situated in the S 1/2 of the SW 1/4 of Section 11, Township 21 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the SW corner of Section 11, Township 21 South, Range 3 West, Shelby County, Alabama and run thence North 00 deg. 12 min. 10 sec. West along the West line of said Section 11 a distance of 67.13 feet to a point on the Northerly margin of Shelby County Highway No. 26; thence run North 89 deg. 52 min. 50 sec. East along said margin of said highway a distance of 1,367.93 feet to a point; thence run North 24 deg. 26 min. 23 sec. East a distance of 207.50 feet to a point; thence run South 89 deg. 52 min. 50 sec. West a distance of 54.97 feet to a point on the North margin of an unnamed public street; thence run North 24 deg. 26 min. 23 sec. East along said margin of said street a distance of 106.66 feet to a steel pin corner and the point of beginning of the property being described; thence continue along the last described course a distance of 106.64 feet to a steel pin corner on the South line of the Alabama Gas Company Easement; thence run North 33 deg. 51 min. 22 sec. West along said South line of said easement a distance of 188.06 feet to a steel pin corner; thence run South 24 deg. 26 min. 23 sec. West along the Easterly line of the Buck Creek Landing Subdivision a distance of 194.90 feet to a steel pin corner; thence run South 61 deg. 49 min. 36 sec. East a distance of 160.35 feet to the point of beginning; being situated in Shelby County, Alabama.

ALSO, a non-exclusive easement to the 50 foot wide parallel access street lying adjacent to the above described property and Highway No. 119, as shown on the survey by Joseph Conn, Jr. and Survconn, dated November 20, 1997.

Inst # 1998-01330

01/14/1998-01330
10:40 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 18.00