

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

**Important: Read Instructions on Back Before Filling out Form.**

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

78223

<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

Inst # 1998-19199

05/27/1998-19199  
08:09 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 17.00

2. Name and Address of Debtor (Last Name First if a Person)  
New Life Assembly of God, Inc.  
P.O. Box 185  
Westover, AL 35185

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)  
Highland Bank  
2211 Highland Avenue South  
Birmingham, AL 35205

Social Security/Tax ID # \_\_\_\_\_

Additional secured parties on attached UCC-E

FILED WITH:  
Judge of Probate of Shelby County, Alabama

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

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.

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

**ADDITIONAL SECURITY FOR MORTGAGE RECORDED AT INSTRUMENT NUMBER:**  
1998 / 1998

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 \$ \_\_\_\_\_  
Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ \_\_\_\_\_

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)

<p><b>EW LIFE ASSEMBLY OF GOD, INC.</b> Y: <u>James W. Walker</u> ITS: <u>TRUSTEE</u> Y: <u>Margaret Walker</u> ITS: <u>Sister</u> Type Name of Individual or Business</p>	<p><b>HIGHLAND BANK</b> BY: <u>[Signature]</u> ITS: <u>Asst. V.P.</u> Signature(s) of Secured Party(ies) or Assignee Type Name of Individual or Business</p>
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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

Commence at the Northwest corner of the SW 1/4 of the NE 1/4, Section 28, Township 19 South, Range 1 East, Shelby County, Alabama; thence run South along the West line of said quarter-quarter section, a distance of 393.77 feet to the point of beginning; thence turn an angle of 102 degrees 33 minutes 36 seconds to the left and run a distance of 228.76 feet; thence turn an angle of 75 degrees 48 minutes 09 seconds to the right and run a distance of 203.17 feet; thence turn an angle of 73 degrees 52 minutes 27 seconds to the left and run a distance of 327.78 feet to the center line of a branch; thence turn an angle 27 degrees 04 minutes 02 seconds to the right and run a distance of 267.07 feet; thence turn an angle of 90 degrees 18 minutes 25 seconds to the right and run a distance of 144.17 feet; thence turn an angle of 73 degrees 51 minutes 28 seconds to the left and run a distance of 83.67 feet; thence turn an angle of 78 degrees 34 minutes 46 seconds to the right and run a distance of 113.73 feet; thence turn an angle of 21 degrees 16 minutes 00 seconds to the right and run a distance of 218.89 feet, to a point on the North right of way of U. S. Hwy. No. 280; thence turn an angle of 41 degrees 11 minutes 16 seconds to the right and run along said highway right of way a distance of 25.00 feet; thence turn an angle of 90 degrees 00 minutes to the right and run a distance of 150.00 feet; thence turn an angle of 90 degrees 00 minutes to the left and run a distance of 221.00 feet; thence turn an angle of 90 degrees 00 minutes to the left and run a distance of 150.00 feet to the North right of way of U. S. Highway 280; thence turn an angle of 90 degrees 00 minutes to the right and run a distance of 489.81 feet, to the West line of said quarter-quarter section; thence turn an angle of 96 degrees 04 minutes 53 seconds to the right and run along said West line a distance of 674.63 feet to the point of beginning. Situated in the SW 1/4 of the NE 1/4, Section 28, Township 19 South, Range 1 East, Shelby County, Alabama.

LESS AND EXCEPT A 30 FOOT STRIP OF PROPERTY DESCRIBED AS FOLLOWS:

Commence at the Northwest corner of the SW 1/4 of the NE 1/4, Section 28, Township 19 South, Range 1 East; thence run South along the West line of said quarter-quarter section a distance of 393.77 feet, to the point of beginning; thence continue in the same direction a distance of 423.29 feet; thence turn an angle of 48 degrees 53 minutes 21 seconds to the left and run a distance of 340.94 feet, to a point on the North right of way of Highway No. 280; thence turn an angle of 47 degrees 11 minutes 32 seconds to the left and run along said highway right of way a distance of 40.90 feet; thence turn an angle of 132 degrees 48 minutes 28 seconds to the left and run a distance of 355.09 feet; thence turn an angle of 48 degrees 53 minutes 21 seconds to the right and run a distance of 416.33 feet, to the North line of above described tract; thence turn an angle of 77 degrees 26 minutes 24 seconds to the left and run a distance of 30.74 feet, to the point of beginning. Situated in the SW 1/4 of the NE 1/4, Section 28, Township 19 South, Range 1 East, Shelby County, Alabama.

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66161-8661 # 1998