

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

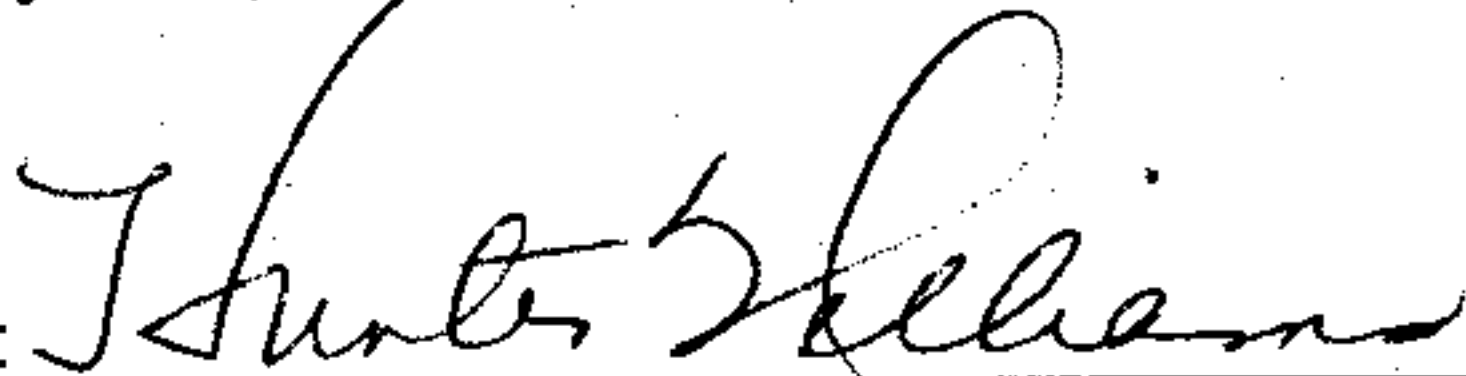
REORDER FROM  
**Registre, Inc.**  
 140 PERCENT  
 700 BOWLING  
 AUSTIN, TEX. 78703  
 (512) 421-1713


82226

|  |  |                                     |  |  |  |
|--|--|-------------------------------------|--|--|--|
| <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 Office for filing pursuant to the Uniform Commercial Code.   |  |
| 1. Return copy or recorded original to:<br><br>Claude McCain Moncus, Esq.<br>CORLEY, MONCUS & WARD, P.C.<br>P. O. Box 59807<br>Birmingham, Alabama 35259-0807<br><br>Pre-paid Acct. #  |  |                                     |  | THIS SPACE FOR USE OF FILING OFFICER<br>Date, Time, Number & Filing Office   |  |
| 2. Name and Address of Debtor (Last Name First if a Person)<br><br>Hwy. 280, L.L.C.<br>200 Union Hill Drive<br>Birmingham, Alabama 35209<br><br>Social Security/Tax ID #   |  |                                     |  | Inst # 1998-20072<br><br>06/01/1998-20072<br>04:11 PM CERTIFIED<br>SHELBY COUNTY JUDGE OF PROBATE<br>005 MEL 19.00   |  |
| 2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)<br><br><br><br><br><br><br><br>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)<br><br>FIRST COMMERCIAL BANK<br>800 Shades Creek Parkway<br>Birmingham, Alabama 35209<br>Attn: A. Todd Beard<br>Social Security/Tax ID #  |  |                                     |  | 4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)<br><br>FILED WITH:<br>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:<br><br>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".<br><br>THIS FINANCING STATEMENT IS TO BE CROSS-INDEXED IN THE REAL ESTATE MORTGAGE RECORDS.<br><br>DEBTOR IS THE RECORD OWNER OF THE REAL ESTATE.<br><br>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)<br><input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state.<br><input type="checkbox"/> already subject to a security interest in another jurisdiction when debtor's location changed to this state.<br><input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest is perfected.<br><input type="checkbox"/> acquired after a change of name, identity or corporate structure of debtor<br><input type="checkbox"/> as to which the filing has lapsed. |  |                                     |  | 7. Complete only when filing with the Judge of Probate:<br>The initial indebtedness secured by this financing statement is \$ 1,550,556.00<br>Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ -0-<br><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) |  |
| SEE ATTACHED EXHIBIT A-1 FOR<br>Signature(s) of Debtor(s)<br>DEBTOR SIGNATURE<br>Signature(s) of Debtor(s)<br>Type Name of Individual or Business  |  |                                     |  | Signature(s) of Secured Party(ies)<br>(Required only if filed without debtor's Signature — see Box 6)<br>FIRST COMMERCIAL BANK<br>Signature(s) of Secured Party(ies) or Assignee<br>By: A. Todd Beard<br>Signature(s) of Secured Party(ies) or Assignee<br>A. Todd Beard, Its First Vice Presi<br>Type Name of Individual or Business  |  |

**EXHIBIT A-1**  
**UCC-1 FINANCING STATEMENT**  
**DEBTOR: HWY. 280, L.L.C.**  
**SECURED PARTY: FIRST COMMERCIAL BANK**

Hwy. 280, L.L.C.

By:   
Hunter Williams, Its Managing Member

By:   
Robert W. Buchalter, Its Managing Member

## SCHEDULE I

All Debtor's right, title and interest in, to, and under any and all of the following described property (the "Property"), whether now owned or held or hereafter acquired:

(a) All those certain tracts or parcels of land located in Jefferson 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 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 Borrower 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 this Mortgage; 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 Borrower 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 this Mortgage; and

(e) All Construction Contracts (between the Contractors and Borrower providing for the construction of the Project, or any portion thereof), the Architect Contracts (between the Architects and the Borrower providing for the design of the Project, the preparation of the Plans and Specifications, the supervision and inspection of the construction of the Project and the provision of any other architectural services or projects related to the Project), the Plans and Specifications (all plans and specifications for the Project, or any portion thereof), and other Construction documents (1) all contracts (including the Architect Contracts) with architects and engineers (including the Architects and the Engineers) responsible for the design of any of the Project, the preparation or evaluation of any of such plans and specifications or the supervision of the construction of any of the Project; (2) all contracts to which the Borrower is a party (including the Construction Contracts) providing for the construction of any of the Project or the furnishing of labor or materials in connection therewith or the furnishing or installation of any equipment or other personal property in connection therewith; (3) all contracts to which the Borrower is a party providing for the management of the construction of any of the Project; (4) all rights of the Borrower as a third party beneficiary under all contracts and subcontracts pertaining to the Project as to which the Borrower is not a party; (5) all payment and performance bonds relating to any of the Project; (6) all other contracts and agreements related

to the design, management, construction, equipping and development of any of the Project; and (7) all contracts with public utilities, Governmental Authorities and other persons for the furnishing of roads or utilities to the Project and all deposits thereunder); and

(f) 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"**

Inverness Out Parcel "D", according to the Survey recorded in Map Book 24, Page 2 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

**Inst # 1998-20072**

**06/01/1998-20072  
04:11 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 HEL 19.00**