

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

Important: Read Instructions on Back Before Filling out Form.

<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: Najjar Denaburg, P.C. ATTN: KARREN UNDERWOOD 2125 Morris Avenue Birmingham, AL 35203		<div style="writing-mode: vertical-rl; transform: rotate(180deg);">Inst # 1998-35138 09/09/1998-35138 09:24 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 004 CRH 18.00</div>	
2. Name and Address of Debtor (Last Name First if a Person) North Shelby Partners 1109 Townhouse Road Helena, AL 35080			
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)			
3. SECURED PARTY (Last Name First if a Person) Compass Bank 2nd Floor Daniel Building 15 South 20th Street Birmingham, AL 35233			
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: The property described on Schedule "I" attached hereto and incorporated herein by this reference.			
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 \$ <u>1,500,000.00</u> Given as additional security for mortgage Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ _____ 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)			
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)		9. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing: _____ _____ _____ _____ _____ _____ _____ _____	
Check X if covered: <input type="checkbox"/> Products of Collateral are also covered.		Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature — see Box 6)	
By: <u>[Signature]</u> Roy Martin, President of Roy Martin Construction, Inc.		Signature(s) of Secured Party(ies) or Assignee <u>[Signature]</u>	
By: <u>[Signature]</u> Jack D. Harris, President of J. Harris Development Corporation		Signature(s) of Secured Party(ies) or Assignee <u>[Signature]</u>	
Type Name of Individual or Business North Shelby Partners		Type Name of Individual or Business Compass Bank	
(1) FILING OFFICER COPY — ALPHABETICAL (2) FILING OFFICER COPY — NUMERICAL		(3) FILING OFFICER COPY — ACKNOWLEDGEMENT (4) FILE COPY — SECOND PARTY(S) (5) FILE COPY DEBTOR(S)	
STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1 Approved by The Secretary of State of Alabama			

SCHEDULE "I"

TO

FINANCING STATEMENT (UCC-1)

Debtor/Mortgagor: North Shelby Partners

Secured Party/Mortgagee: Compass Bank

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The following (hereinafter "Mortgaged Property"):

- a) The Land situated in Shelby County, Alabama and described on Exhibit "A" attached hereto and incorporated herein by this reference;
- b) Together with all buildings, equipment, machinery, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, buildings, materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Mortgagor and used or intended to be used in connection with or with the operation of the Mortgaged Property, and the buildings, structures or other improvements located thereon, including all extensions, additions, improvements, betterments, renewals, substitutions, replacements and accessions 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 wherespever the same may be located;
- 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, licenses, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Mortgaged Property, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Mortgagor of, in and to the same, including but not limited to: i) all rents, royalties, profits, issues and revenues of the Mortgaged Property 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 Mortgaged Property or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Property or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. Mortgagee is hereby authorized on behalf of and in the name of Mortgagor to execute and deliver valid acquittance for, and appeal from, any such judgments or awards. Mortgagee may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorney's fees, on any of the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released;
- d) Together with all contract and contract rights now existing or hereafter arising which are related to the operation of the property described in Exhibit "A", reserving to Borrower, however, as long as Borrower is not in default, the right to receive the benefits of such contracts and said contract rights.

e) Together with all leases, written or oral, and all agreements for use or occupancy of any portion of the Mortgaged Property with respect to which the Mortgagor is the lessor, any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Mortgaged Property (all such leases, subleases, agreements and tenancies heretofore mentioned, being hereinafter collectively referred to as the "Leases");

f) Together with any and all guaranties of the lessees' and any sublessees' performance under any of the Leases;

g) Together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Mortgagor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Mortgaged Property or any part thereof, including, but not limited to, minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Mortgaged Property, together with any and all rights and claims of any kind that the Mortgagor may have against any such lessee under the Leases or against any subtenants or occupants of the Mortgaged Property (all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents"); provided, however, so long as no Event of Default has occurred, the Mortgagor shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof);

h) Together with any award, dividend or other payment made hereafter to the Mortgagor in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent. Mortgagor hereby appoints the Mortgagee as the Mortgagor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend, or other payment;

i) Together with any awards hereafter made for any taking of or injury to said Mortgaged Property through eminent domain or otherwise, including awards or damages for change of grade, and also any return premiums or other payments upon any insurance at any time provided for the benefits of Mortgagee, all of which awards, damages, premiums, and payments are hereby assigned to Mortgagee and may be at any time collected by it; and

j) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described above, including, but not limited to, all insurance, contract and tort proceeds and claims.

EXHIBIT "A"

Parcel 1

A parcel of land located in the NE 1/4 of SW 1/4 and the NW 1/4 of Section 18, Township 20 South, Range 1 West and the SE 1/4 of NE 1/4 of Section 13, Township 20 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:
Commence at the NE corner of the NE 1/4 of SW 1/4 of said Section 18; thence North 88 deg. 49 min. 44 sec. West along the North line of said 1/4 1/4 Section for a distance of 661.56 feet to the point of beginning; thence North 89 deg. 50 min. 03 sec. West a distance of 662.01 feet to the NW corner of the NE 1/4 of SW 1/4 of said Section 18; thence South 89 deg. 58 min. 39 sec. West a distance of 1327.20 feet to the NW corner of the NW 1/4 of SW 1/4 of said Section 18; thence South 89 deg. 38 min. 19 sec. West a distance of 639.97 feet to a point lying on the Easterly right of way line of Matador Drive (60 foot right of way) as recorded in Map Book 16 page 69 in the Office of the Judge of Probate, Shelby County, Alabama; thence North 0 deg. 39 min. 09 sec. West along the Easterly right of way line of said Matador Drive, a distance of 376.38 feet (376.64 feet map) to the beginning of a curve to the right having a radius of 20.0 feet, a central angle of 90 deg. and subtended by a chord which bears North 44 deg. 20 min. 51 sec. East a chord distance of 28.28 feet; thence along the arc of said curve a distance of 31.42 feet to end of said curve; thence North 0 deg. 39 min. 09 sec. West a distance of 60.0 feet to the beginning of a curve to the right having a radius of 20.0 feet, a central angle of 90 deg. and subtended by a chord which bears North 45 deg. 39 min. 09 sec. West a chord distance of 28.28 feet; thence along the arc of said curve a distance of 31.42 feet to the end of said curve; thence North 0 deg. 39 min. 09 sec. West along the Easterly right of way line of said Matador Drive, a distance of 156.58 feet (156.71 feet map) to its intersection with the centerline of an 84 feet wide Colonial Pipeline right of way and the Southwest corner of Lot 42, High Chaparral, Sector B as recorded in said Map Book 16 page 69; thence North 68 deg. 21 min. 24 sec. East along said centerline and the Southerly boundary line of said High Chaparral, Sector B, a distance of 2112.62 feet; thence leaving said centerline, North 14 deg. 21 min. 17 sec. East along the Southeasterly line of Lot 48-A, A Resubdivision of Lots 48-57, High Chaparral, Sector B and Acreage as recorded in Map Book 16, page 116, in the Office of Judge of Probate, Shelby County, Alabama, a distance of 240.14 feet; thence North 17 deg. 01 min. 05 sec. East a distance of 215.36 feet; thence North 54 deg. 31 min. 01 sec. East along the Southeasterly boundary line of Lot 49-A of said Resubdivision a distance of 67.97 feet; thence North 47 deg. 47 min. 22 sec. East along the Southeasterly boundary line of Lot 50-A of said Resubdivision, a distance of 262.74 feet; thence North 42 deg. 40 min. 04 sec. East along the Southeasterly boundary line of Lot 51-A of said Resubdivision a distance of 273.72 feet; thence North 38 deg. 20 min. 45 sec. East along the Southeasterly boundary line of Lot 52-A of said Resubdivision a distance of 315.66 feet; thence North 45 deg. 40 min. 24 sec. East along the Southeasterly boundary line of Lot 53-A of said Resubdivision a distance of 222.34 feet; thence South 71 deg. 01 min. 16 sec. East along the Southwesterly boundary line of Lot 54-A of said Resubdivision a distance of 186.14 feet; thence North 89 deg. 12 min. 22 sec. East a distance of 100.0 feet to a point lying on the Easterly line of the NW 1/4 of said Section 18, said point also lying 50.0 feet South of the SW corner of the SE 1/4 of Section 7, Township 20 South, Range 1 West, Shelby County, Alabama, according to aforesaid Resubdivision of Lots 48-57; thence South 0 deg. 48 min. 38 sec. East along said 1/4 line a distance of 1255.91 feet; thence South 0 deg. 50 min. 11 sec. East along said 1/4 line a distance of 920.51 feet; thence leaving said 1/4 line, South 60 deg. 23 min. 11 sec. West a distance of 752.72 feet to a point lying on the South line of said NW 1/4; thence North 88 deg. 49 min. 44 sec. West a distance of 1.40 feet to the point of beginning; being situated in Shelby County, Alabama.

Parcel B

A parcel of land located in the NE 1/4 of NE 1/4 of SW 1/4 of Section 18, Township 20 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:
Commence at the NE corner of the NE 1/4 of SW 1/4 of said Section 18; thence North 88 deg. 49 min. 44 sec. West along the North line of said 1/4 1/4 Section a distance of 307.70 feet to the point of beginning; thence North 4 deg. 54 min. 29 sec. West a distance of 198.57 feet; thence South 60 deg. 23 min. 11 sec. West a distance of 66.05 feet; thence South 4 deg. 54 min. 29 sec. East a distance of 471.87 feet to the beginning of a curve to the left having a radius of 330.0 feet, a central angle of 62 deg. 43 min. 49 sec. and subtended by a chord which bears South 36 deg. 16 min. 23 sec. East a distance of 343.52 feet; thence along the arc of said curve a distance of 361.30 feet to end of said curve; thence South 67 deg. 38 min. 18 sec. East a distance of 117.03 feet to the beginning of a curve to the right having a radius of 25.0 feet, a central angle of 87 deg. 39 min. 18 sec. and subtended by a chord which bears South 23 deg. 48 min. 39 sec. East a distance of 34.62 feet; thence along the arc of said curve a distance of 38.25 feet to a point lying on the Northwesterly right of way line of Shelby County Highway No. 39 Old Chelsea Road; said point also lying on a curve to the right having a radius of 1270.98 feet, a central angle of 4 deg. 17 min. 57 sec. and subtended by a chord which bears North 22 deg. 09 min. 59 sec. East a distance of 95.35 feet; thence along the arc of said curve and said right of way line a distance of 95.37 feet to the end of said curve and the beginning of a curve to the right having a radius of 2961.03 feet, a central angle of 0 deg. 14 min. 02 sec. and subtended by a chord which bears North 26 deg. 01 min. 39 sec. East a distance of 12.11 feet; thence along the arc of said curve and said right of way line a distance of 12.11 feet to the beginning of a curve to the right, having a radius of 25.0 feet, a central angle of 56 deg. 27 min. 04 sec. and subtended by a chord which bears South 69 deg. 08 min. 10 sec. West a distance of 34.24 feet; thence along the arc of said curve, leaving said right of way line, a distance of 37.72 feet to the end of said curve; thence North 67 deg. 38 min. 18 sec. West a distance of 117.50 feet to the beginning of a curve to the right having a radius of 270.0 feet, a central angle of 62 deg. 43 min. 49 sec. and subtended by a chord which bears North 36 deg. 16 min. 23 sec. West a distance of 281.06 feet; thence along the arc of said curve a distance of 295.61 feet to the end of said curve; thence North 4 deg. 54 min. 29 sec. West a distance of 300.90 feet to the point of beginning; being situated in Shelby County, Alabama.

Inst. # 1998-35138

09/09/1998-35138
09:24 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CRH 18.00