

# 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  Pre-paid Acct. # _____		<div style="writing-mode: vertical-rl; transform: rotate(180deg);">             Inst # 1998-44668               11/10/1998-44668               02:34 PM CERTIFIED              SHELBY COUNTY JUDGE OF PROBATE              004 CRH 18.00           </div>																																										
2. Name and Address of Debtor (Last Name First if a Person) Royal Construction & Development Co., Inc. 132 Windsor Circle Pelham, AL 35124  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																																												
3. SECURED PARTY (Last Name First if a Person) New South Federal Savings Bank, a Federally Chartered Savings Bank 514 Lorna Square Birmingham, AL 35216 ATTN: PAUL ALLEN  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:  The property described on Schedule "I" attached hereto and incorporated herein by this reference.																																												
<div style="float: right; text-align: right;">           5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:  <table style="margin-left: auto;"> <tr><td>0</td><td>0</td><td>0</td><td>8</td><td>0</td><td>0</td></tr> <tr><td>1</td><td>0</td><td>0</td><td>9</td><td>0</td><td>0</td></tr> <tr><td>2</td><td>0</td><td>0</td><td></td><td></td><td></td></tr> <tr><td>3</td><td>0</td><td>0</td><td></td><td></td><td></td></tr> <tr><td>5</td><td>0</td><td>0</td><td></td><td></td><td></td></tr> <tr><td>6</td><td>0</td><td>0</td><td></td><td></td><td></td></tr> <tr><td>7</td><td>0</td><td>0</td><td></td><td></td><td></td></tr> </table> </div> <div style="clear: both;"></div> <div style="margin-top: 10px;"> <input type="checkbox"/> Check X if covered: <input type="checkbox"/> Products of Collateral are also covered.         </div>			0	0	0	8	0	0	1	0	0	9	0	0	2	0	0				3	0	0				5	0	0				6	0	0				7	0	0			
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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 \$ _____ Given as additional security for mortgage Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ _____ <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)																																										

Royal Construction & Development Co., Inc.  
 By: Nathan E. Gilbert  
 Signature(s) of Debtor(s) Nathan E. Gilbert, President  
 Royal Construction & Development Co., Inc.  
 Type Name of Individual or Business

Signature(s) of Secured Party(ies) or Assignee  
 Signature(s) of Secured Party(ies) or Assignee  
New South Federal Savings Bank  
 Type Name of Individual or Business

SCHEDULE "I"

TO

FINANCING STATEMENT (UCC-1)

Debtor/Mortgagor: Royal Construction and Development Co., Inc.

Secured Party/Mortgagee: New South Federal Savings 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 wheresoever 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 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");

e) 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.

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 I

Part of the North 1/2 of Section 20, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

From the Northwestern corner of Lot 110, Old Cahaba Winter Crest Sector as recorded in the Office of the Judge of Probate, Shelby County, Alabama in Map Book 24, Page 69, run in a Northwesternly direction along an extension of the Southwesterly line of said Lot 110 for a distance of 234.96 feet to an existing iron pin being on the South right of way line of Shelby County Highway No. 52 being the point of beginning; thence turn an angle to the left of 180°00' and run in a Southeasterly direction for a distance of 1318.25 feet; thence turn an angle to the left of 30°16'21" and run in a Southeasterly direction for a distance of 331.37 feet; thence turn an angle to the right of 130°35'19" and run in a Southwesterly direction for a distance of 515.56 feet; thence turn angle to the right of 10°45'08" and run in a Southwesterly direction for a distance of 180.0 feet; thence turn an angle to the right of 36°41' and run in a Northwesternly direction for a distance of 360.90 feet; thence turn an angle to the left of 91°53'12" and run in a Southwesterly direction for a distance of 145.46 feet; thence turn an angle to the left of 42°51'21" and run in a Southeasterly direction for a distance of 110.0 feet; thence turn an angle to the right of 90°40' and run in a Southwesterly direction for a distance of 428.01 feet; thence turn an angle to the right of 89°20' and run in a Northwesternly direction for a distance of 205.0 feet; thence turn an angle to the left of 81°47'43" and run in a Southwesterly direction for a distance of 190.61 feet; thence turn an angle to the left of 10°18'34" and run in a Southwesterly direction for a distance of 320.0 feet; thence turn an angle to the right of 27°35'14" and run in a Westerly direction for a distance of 122.11 feet; thence turn an angle to the right of 33°24'37" and run in a Northwesternly direction for a distance of 310.0 feet to a point on a curve, said curve being concave in a Westerly direction and having a central angle of 69°36'11" and a radius of 313.14 feet; thence turn an angle to the right (67°20'25" to the chord of said curve) and run in a Northeasterly and Northerly direction along the arc of said curve for a distance of 374.94 feet to the point of ending of said curve; thence run in a Northwesternly direction along a line tangent to the end of said curve for a distance of 712.23 feet; thence turn an angle to the right of 5°03'16" and run in a Northerly direction for a distance of 186.83 feet; thence turn an angle to the left of 20°02'19" and run in a Northwesternly direction for a distance of 280.0 feet, more or less to a point on the South right of way line of Shelby County Highway No. 52; thence turn an angle to the right and run in a Northeasterly direction along said South right of way line of Shelby County Highway No. 52 for a distance of 1667.56 feet, more or less, to the point of beginning.

PARCEL II

Part of the East 1/2 of the NE 1/4 of Section 20, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

From the NE corner of said Section 20, run in a Westerly direction along the North line of said section for a distance of 253.28 feet to the point of beginning; thence continue in a Westerly direction along the North line of said section for a distance of 50.16 feet; thence turn an angle to the left of 39°04'22" and run in a Southwesterly direction for a distance of 382.72 feet; thence turn an angle to the left of 90° and run in a Southeasterly direction for a distance of 280.0 feet; thence turn an angle to the right of 68°25'06" and run in a Southwesterly direction for a distance of 105.86 feet; thence turn an angle to the right of 19°34'54" and run in a Southwesterly direction for a distance of 360.0 feet; thence turn an angle to the left of 11°0' and run in a Southwesterly direction of a distance of 430.0 feet; thence turn an angle to the left of 51°25'45" and run in a Southeasterly direction for a distance of 509.43 feet; thence turn an angle to the left of 107°06'06" and run in a Northeasterly direction for a distance of 780.36 feet; thence turn an angle to the left of 60°55'13" and run in a Northerly direction for a distance of 1225.09 feet, more or less, to the point of beginning.

Inst. # 1398-44668

11/10/1998-44668

02:34 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

DOA CRH

18.00