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

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

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

| 66861   | 71                                     |                           |   |   |  |
|---|--|---------------------------|---|---|--|
| The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).                                 | No. of Additional<br>Sheets Presented: |                           | is FINANCING STATEMENT is pre<br>ng pursuant to the Uniform Comm          |   |  |
| 1. Return copy or recorded original acknowledgement to:   |  | THIS SPAC                 | E FOR USE OF FILING OFFICER   |   |  |
| Josephine R. Wright   |  | Date, time,               | Number & Filing Office  |   |  |
| Balch & Bingham LLP   |  |                           |   |   |  |
| P.O. Box 306  |  |                           |   |   |  |
| Birmingham, AL 35201  |  |                           |   | •   |  |
|   |  |                           |   | ·   |  |
|   |  |                           |   | <b></b>   |  |
| Pre-paid Acct. #  |  |                           |   |   |  |
| 2. Name and Address of Debtor   | (Last Name First if a Person)          |                           |   | る 九世屋   |  |
| Southmark Properties, L.L.  | C.,                                    |                           |   | * H E   |  |
| Interstate Restaurant Investors, L.L.P. and   |  |                           |   | 7 90 5 2  |  |
| Frank C. Ellis, Jr.   |  |                           |   | <b>第 英</b> 州 提 和  |  |
| 100 Centerview Drive - Suite 120  |  | · ·                       |   | Ø # # # # # # # # # # # # # # # # # # #                     |  |
| Birmingham, AL 35216  |  |                           | •   | マーンデミ   |  |
| intimizing from \$ 122 00 == 0  |  |                           |   | # 4 5 8   |  |
| Social Security/Tax ID #  | -<br>                                  |                           |   |   |  |
| 2A Name and Address of Debtor (IF ANY)  | (Last Name First if a Person)          | -                         |   |   |  |
|   | •                                      |                           |   | <u> </u>  |  |
| •   |  |                           |   |   |  |
|   |  |                           |   | •   |  |
|   |  | 1                         |   |   |  |
|   |  |                           |   |   |  |
| 0 1 0 1   | · .                                    | FILED WITT                | <u></u>   | CT - 11 Count   |  |
| Social Security/Tax ID #  | <u> </u>                               | -                         |   | Shelby Count<br>e of Probate of <b>XXXXXXX</b>              |  |
| ☐ Additional debtors on attached UCC-E  |  |                           |   | (IF ANY) (Last Name First if a Person)                      |  |
| 3. NAME AND ADDRESS OF SECURED PARTY) (Last Na  | (me Fast a a Person)                   |                           | IND ADDRESS OF<br>EE OF SECURED PARTY                                     | (in region) (construction)                                  |  |
| Compass Bank  |  | -                         |   |   |  |
| P.O. Box 10566  |  |                           |   |   |  |
| Birmingham, AL 35296  |  |                           |   |   |  |
| ATTN: Kommexexex Real Est   | ate Department                         | -                         |   |   |  |
| Social Security/Tax 10 Firming ham  |  |                           |   |   |  |
| ☐ Additional secured parties on attached UCC-£  |  |                           |   |   |  |
| 5. The Financing Statement Covers the Following Types (or   | items) of Property:                    |                           | · · · · · · · · · · · · · · · · · · ·                                     |   |  |
| ·   |  |                           |   |   |  |
| •   |  |                           |   |   |  |
|   | ina mara particula                     | riv de                    | ecribed   | 5A. Enter Code(s) From                                      |  |
| All that collateral as bei  | ing more particula                     | et boro                   | of  | Back of Form That Best Describes The                        |  |
| on Exhibit A attached here  | eto and made a par                     | r Here                    | OI.   | Collateral Covered<br>By This Filing:                       |  |
|   | •                                      |                           |   | 1 <u>00</u> <u>700</u>                                      |  |
|   |  |                           |   | 2 <u>00</u> <u>0</u> <u>9</u> <u>0</u> 0                    |  |
| *This financing Statement   | is filed as addit                      | tional                    | security for  | 3 <u>0 0 1 0 0 0</u>  |  |
| real estate mortgage filed  | l simultaneously b                     | nerewit!                  | h upon  | 4 0 0 1 1 0 0   |  |
| which this mortgage tax ha  |  |                           |   | 5 0 0 1 3 0 0   |  |
|   |  | ·                         |   | 6.0.0   |  |
|   |  |                           |   | <u> </u>  |  |
| Check X if covered: 疑又roducts of Collateral are also co   | vered.                                 |                           | <u> </u>  |   |  |
| <ul> <li>This statement is filed without the debtor's signature to perf<br/>(check X, if so)</li> </ul> | lect a security interest in collateral | 7. Complete<br>The initia | only when filing with the Judge of indebtedness secured by this fin       | of Probate: 0.00*   |  |
| atready subject to a security interest in another jurisdiction when it was brought into this state.     |  | Mortgage                  | Mortgage tax due (15⊄ per \$100.00 or fraction thereof) \$                |   |  |
| already subject to a security interest in another jurisdiction<br>to this state.                        | n when debtor's location changed       | 8 X This fi               | inancing statement covers timber  | to be cut, crops, or fixtures and is to be cross            |  |
| which is proceeds of the original collateral described aborderfected.                                   | ve in which a security interest is     | indexed i                 | in the real estate mortgage record<br>st of record, give name of record o | s (Describe real estate and if debtor does not have         |  |
| acquired after a change of name, identity or corporate stru   | ecture of debtor                       |                           | Signature(s) o  | of Secured Party(ies)<br>ut debtor's Signature — see Box 6) |  |
| as to which the filing has tapsed.  |  | TDT@ *                    | <u> </u>  |   |  |
| Signature(s) of Debtor(s)   | SEE EXH                                |                           | FOR SIGNATURES  gnature(s) of Secured Party(les) or                       | Assignee  |  |
|   |  | · <u> </u>                |   | <u> </u>  |  |
| Signature(s) of Debtor(s)   |  | Siç                       | gnature(s) of Secured Party(ies) or                                       | Assignee  |  |

Type Name of Individual or Business

(1) FILING OFFICER COPY - ALPHABETICAL

(2) FILING OFFICER COPY - NUMERICAL

(3) FILING OFFICER COPY-ACKNOWLEDGEMENT

(4) FILE COPY - SECURED PARTY

Type Name of Individual or Business

(5) FILE COPY DEBTOR(S)

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1

Approved by The Secretary of State of Alabama

# EXHIBIT A DESCRIPTION OF COLLATERAL [COUNTY FILINGS]

- (a) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the property described in **Exhibit B**, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements 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 property described in **Exhibit B** or not and whether in storage or otherwise wheresoever the same may be located;
- (b) To extent of Debtor's right, title and interest, all accounts, general intangibles, contracts and contract rights relating to the Land and Improvements, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and sale of all or any part of the Land and Improvements;
- (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, leases, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now or hereafter acquired by the Debtor, and the reversion and reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Debtor of, in and to the same, including but not limited to:
  - (i) All rents, royalties, profits, issues and revenues of the Collateral from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Debtor, however, so

long as Debtor is not in default hereunder, the right to receive and retain the rents, issues and profits thereof; and

- (ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Collateral or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Collateral or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Secured Party is hereby authorized on behalf and in the name of Debtor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Secured Party may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and reasonable 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) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a), (b) or (c) above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the foregoing items or types of property described in (a), (b) or (c) above.

Debtor hereby grants Secured Party a security interest in the foregoing.

Record Owner of Real Estate: Debtor.

PROVIDED AS ADDITIONAL SECURITY FOR REAL ESTATE MORTGAGE RECORDED CONTEMPORANEOUSLY HEREWITH.

The security interest granted hereby does not cover the improvements placed on the Property by a ground lessee pursuant to any ground lease until such time as Debtor obtains an ownership interest in same by virtue of the termination or expiration of said ground lease.

#### **EXHIBIT B**

That certain lot, tract or parcel of land situate, lying and being in the Southwest 1/4 of the Northwest 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being known and designated as "Lot 1A" as shown on that certain survey of Resource Center, as recorded in Map Book 24, Page 118 in the Office of the Judge of Probate of Shelby County, Alabama.

#### **EXHIBIT C**

### SIGNATURE OF DEBTOR AND SECURED PARTY

SECURED PARTY:

COMPASS BANK

**DEBTOR:** 

SOUTHMARK PROPERTIES, L.L.C., an

Alabama limited liability company

By:

James A. Bruno

Its Duly Authorized Manager

INTERSTATE RESTAURANT

INVESTORS, L.L.P., an Alabama limited liability partnership

Aohn McGeever

Its Duly Authorized Partner

Insi + 1998-44674

11/10/1998-44674 02:45 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 005 CRH 21.00