

Important: Read Instructions on Back Before Filling out Form.

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

66861

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

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

1 0 0	7 0 0
2 0 0	0 9 0 0
3 0 0	1 0 0 0
4 0 0	1 1 0 0
5 0 0	1 3 0 0
6 0 0	— — —

Check X if covered: ☒ Products of Collateral are also covered.

SEE EXHIBIT A FOR SIGNATURES

Signature(s) of Debtor(s)

Signature(s) of Secured Party(ies) or Assignee

Signature(s) of Debtor(s)

Signature(s) of Secured Party(ies) or Assignee

Type Name of Individual or Business

Type Name of Individual or Business

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

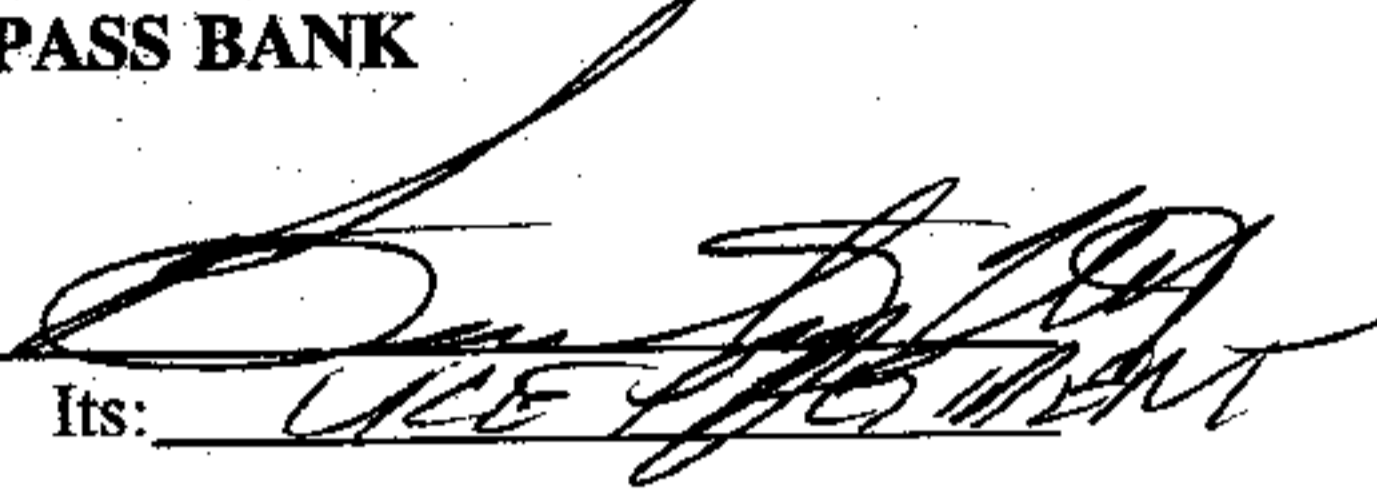
That certain lot, tract or parcel of land situate, lying and being in the Southwest 1/4 of the Northwest 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being known and designated as "**Lot 1A**" as shown on that certain survey of Resource Center, as recorded in Map Book 24,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

EXHIBIT C

SIGNATURE OF DEBTOR AND SECURED PARTY

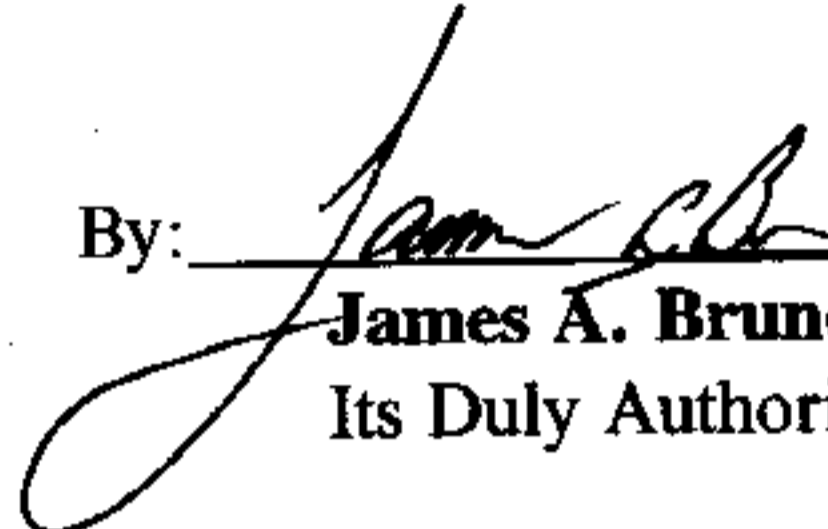
SECURED PARTY:

COMPASS BANK


By: 
Its: VICE PRESIDENT


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**

By: 
John McGeever
Its Duly Authorized Partner


FRANK C. ELLIS, JR.