

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

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

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

66858

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).		No. of Additional Sheets Presented: <b>4</b>		This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.	
1. Return copy or recorded original acknowledgement to: Josephine R. Wright Balch & Bingham LLP P.O. Box 306 Birmingham, AL 35201  Pre-paid Acct. # _____				THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office	
2. Name and Address of Debtor (Last Name First if a Person) Southmark Properties, L.L.C., Interstate Restaurant Investors, L.L.P. and Frank C. Ellis, Jr. 100 Centerview Drive - Suite 120 Birmingham, AL 35216  Social Security/Tax ID # _____				<div style="text-align: center;"> <p>Inst # 1998-44676</p> <p>11/10/1998-44676</p> <p>02:45 PM CERTIFIED</p> <p>SHELBY COUNTY JUDGE OF PROBATE</p> <p>005 CRH 21.00</p> </div>	
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)   Social Security/Tax ID # _____				FILED WITH: Judge of Probate of <del>XXXXXXX</del> County	
<input type="checkbox"/> Additional debtors on attached UCC-E				4. NAME AND ADDRESS OF ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)	
3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person) Compass Bank P.O. Box 10566 Birmingham, AL 35296 ATTN: <del>COMMERCIAL</del> Real Estate Dept. Birmingham Social Security/Tax ID # _____					
<input type="checkbox"/> Additional secured parties on attached UCC-E					
5. The Financing Statement Covers the Following Types (or items) of Property:					

All that collateral as being more particularly described on Exhibit A attached hereto and made a part hereof.

\*This financing statement is filed as additional security for real estate mortgage filed simultaneously herewith upon which this mortgage tax has been paid

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

$$\begin{array}{r} 1 \overline{) 00} \\ 2 \overline{) 00} \\ 3 \overline{) 00} \\ 4 \overline{) 00} \\ 5 \overline{) 00} \\ 6 \overline{) 00} \end{array} \quad \begin{array}{r} 7 \overline{) 00} \\ 9 \overline{) 00} \\ 1 \overline{) 000} \\ 1 \overline{) 100} \\ 1 \overline{) 300} \end{array}$$

Check X if covered ☒ 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)

☐ already subject to a security interest in another jurisdiction when it was brought into this state.

☐ already subject to a security interest in another jurisdiction when debtor's location changed to this state.

☐ which is proceeds of the original collateral described above in which a security interest is perfected.

☐ acquired after a change of name, identity or corporate structure of debtor

☐ 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 \$ 0.00\*  
Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ 0.00

8. ☐ 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)

Signature(s) of Secured Party(ies)  
(Required only if filed without debtor's Signature — see Box 6)

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

(1) FILING OFFICER COPY - ALPHABETICAL  
(2) FILING OFFICER COPY - NUMERICAL

(3) FILING OFFICER COPY-ACKNOWLEDGEMENT  
(4) FILE COPY - SECURED PARTY

(5) FILE COPY DEBTOR(S)

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-9  
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 2A" 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: 

**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.**