

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

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

62104

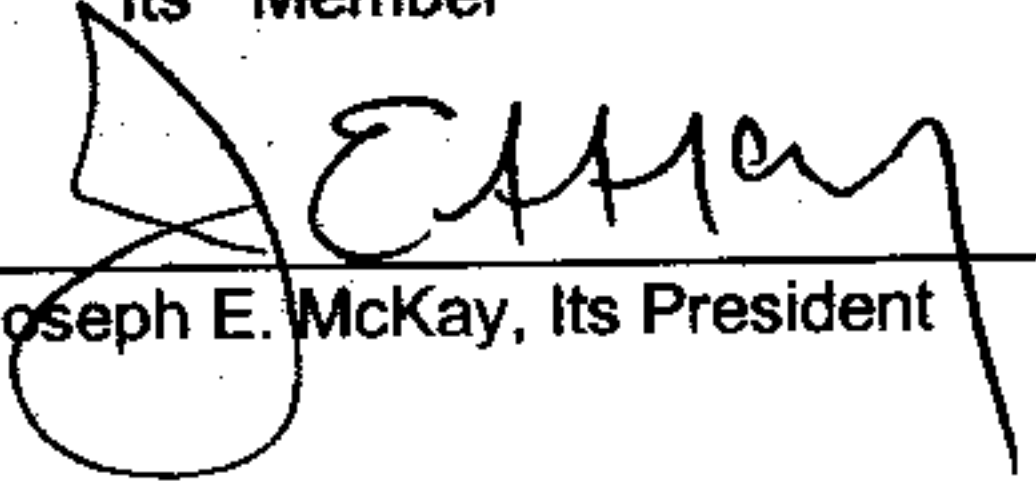
<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).		No. of Additional Sheets Presented:		This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.	
1. Return copy or recorded original acknowledgment to: Claude McCain Moncus, Esq. CORLEY, MONCUS & WARD, P.C. P. O. Box 59807 Birmingham, Alabama 35259-0807				THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office	
Pre-paid Acct. #				Inst # 1999-01845 01/14/1999-01845 10:59 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE DOS CRN 19.00	
2. Name and Address of Debtor (Last Name First if a Person) BW & MMC, L.L.C. One Riverchase Office Plaza Suite 200 Birmingham, Alabama 35244					
Social Security/Tax ID #					
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)					
Social Security/Tax ID #				FILED WITH: Judge of Probate	
<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) FIRST COMMERCIAL BANK 800 Shades Creek Parkway Birmingham, Alabama 35209 Attn: Mary Anna Hemphill 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 of the fixtures, equipment, furniture, furnishings and personal property of every nature, now owned or hereafter acquired by Debtor, all additions, replacements and proceeds thereof and all other property set forth in Schedule I attached hereto and made a part hereof, located on the real property described on the attached Exhibit "A".  THIS FINANCING STATEMENT IS TO BE CROSS-INDEXED IN THE REAL ESTATE MORTGAGE RECORDS.  DEBTOR IS THE RECORD OWNER OF THE REAL ESTATE.  Check X if covered: <input type="checkbox"/> 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) <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 \$ 155,000.00 Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ -0- <input checked="" 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)					
SEE ATTACHED EXHIBIT A-1 FOR Signature(s) of Debtor(s) DEBTOR SIGNATURE Signature(s) of Debtor(s) Type Name of Individual or Business					
FIRST COMMERCIAL BANK Signature(s) of Secured Party(ies) or Assignee By: Mary Anna Hemphill Signature(s) of Secured Party(ies) or Assignee Mary Anna Hemphill, Its Commercial Type Name of Individual or Business Loan Officer					

**EXHIBIT "A-1"**

**DEBTOR:**

**BW & MMC, L.L.C.**, an Alabama Limited  
Liability Company

By: McKay Management Corporation  
Its Member

By:  [SEAL]  
Joseph E. McKay, Its President

## **SCHEDULE I**

All of Debtor's right, title and interest in, to, and under any and all of the following described land, real estate, estates, buildings, improvements, fixtures, furniture, and personal property (which together with any additional such property in the possession of the Secured Party or hereafter acquired by the Debtor and subject to the lien of a Mortgage and Security Agreement being filed simultaneously herewith (the "Mortgage"), or intended to be so, as the same may be constituted from time to time is hereinafter sometimes referred to as the "Mortgaged Property") to wit:

(a) All that tract or parcel or parcels of land and estates particularly described in Exhibit "A" attached hereto and made a part hereof (the "Land");

(b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, 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, 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, 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 owned or hereafter acquired by the Debtor, 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 Debtor 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 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 attorneys' 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 Construction Contracts (between the Contractors and Debtor providing for the construction of the Project, or any portion thereof), the Architect Contracts (between the Architects and the Debtor providing for the design of the Project, the preparation of the Plans and Specifications, the supervision and inspection of the construction of the Project

and the provision of any other architectural services or projects related to the Project), the Plans and Specifications (all plans and specifications for the Project, or any portion thereof), and other Construction documents (1) all contracts (including the Architect Contracts) with architects and engineers (including the Architects and the Engineers) responsible for the design of any of the Project, the preparation or evaluation of any of such plans and specifications or the supervision of the construction of any of the Project; (2) all contracts to which the Debtor is a party (including the Construction Contracts) providing for the construction of any of the Project or the furnishing of labor or materials in connection therewith or the furnishing or installation of any equipment or other personal property in connection therewith; (3) all contracts to which the Debtor is a party providing for the management of the construction of any of the Project; (4) all rights of the Debtor as a third party beneficiary under all contracts and subcontracts pertaining to the Project as to which the Debtor is not a party; (5) all payment and performance bonds relating to any of the Project; (6) all other contracts and agreements related to the design, management, construction, equipping and development of any of the Project; and (7) all contracts with public utilities, Governmental Authorities and other persons for the furnishing of roads or utilities to the Project and all deposits thereunder);

(e) The Debtor's books and records relating to the Mortgaged Property or construction of the improvements thereon or any part thereof, all contracts now or hereafter made by Debtor relating to the Mortgaged Property or the construction of the improvements thereon or any part thereof, and all bonds and other guarantees of performance in favor of Debtor or with respect to any such contracts, and the proceeds therefrom;

(f) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a) through (e), 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) through (e) above.



**EXHIBIT "A"**

Lot 163, according to the Survey of Lake Forest, First Sector, as recorded in Map Book 24, Page 62, in the Probate Office of Shelby County, Alabama.

Inst # 1999-01845

01/14/1999-01845  
10:39 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
DOJ CRH 19.00