

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

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-2-105(n).		No. of Additional Sheets Presented: _____		This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.	
Return copy or recorded original to: Emily E. Smith-Sulfaro, Esq. Ford Motor Credit Company The American Road P. O. Box 6044 Dearborn, Michigan 48121-6044				THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office  <div style="text-align: center;">Inst # 1999-203587 05/17/1999-203587 08:26 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 19.00 003 HNS</div>	
Pre-paid Acct # _____					
Name and Address of Debtor (Last Name First if a Person) MMR Holdings, L.L.C. 6407 Idlewild Road Charlotte, North Carolina 28212					
Social Security/Tax ID # _____					
A. 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				FILED WITH SHELBY COUNTY PROBATE JUDGE	
3. SECURED PARTY (Last Name First if a Person) Ford Motor Credit Company 6302 Fairview Road, Suite 500 Charlotte, North Carolina 28210				4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)	
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: See attached Schedule I for description of collateral.  This UCC-1 is to be cross-referenced in real estate records. Debtor is the record owner of the real estate described on the attached Schedule A.  This UCC-1 is filed as additional security for an indebtedness secured by a Mortgage and Assignment of Leases and Rents and Security Agreement recorded simultaneously herewith.					
5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing: _____ _____ _____ _____ _____ _____ _____					
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 \$ <u>532,500.00</u> Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ <u>-0-</u>	
				8. <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)	
By: <u>[Signature]</u> Signature(s) of Debtor(s) Its: <u>PRESIDENT</u> Signature(s) of Debtor(s) MMR Holdings, L.L.C. Type Name of Individual or Business				By: <u>[Signature]</u> Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature — see Box 6) Its: <u>National Account Manager</u> Signature(s) of Secured Party(ies) or Assignee Ford Motor Credit Company Type Name of Individual or Business	

## SCHEDULE I

### Collateral:

All of the Mortgaged Property and the Personalty and all proceeds thereof.

### Defined Terms:

As used herein, the following terms shall have the following meanings:

- (a) Mortgaged Property: The Land, the Buildings, the Fixtures, the Leases and the Rents together with:
- (i) all rights, privileges, profits, permits, licenses, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances of the Land and/or the Buildings belonging or in any way appertaining thereto and all right, title and interest of Debtor in and to any streets, ways, alleys, strips or gores of land adjoining the Land or any part thereof;
  - (ii) all the estate, right, title, interest, claim or demand whatsoever of Debtor, either at law or in equity, in and to the Land, the Buildings, the Fixtures, the Leases and the Rents; and
  - (iii) all the estate, right, title, interest, claim or demand whatsoever of Debtor, either at law or in equity, in and to the Awards, or payments with respect to casualties.
- (b) Personalty: All furniture, furnishings, equipment, machinery, trade fixtures and all other personal property (other than the Fixtures) now owned or hereafter acquired by Debtor which is now or hereafter used in connection with the Land and the Buildings or located in, upon or about the Land and the Buildings, together with all accessions, replacements and substitutions thereto or therefor and the proceeds and products thereof.
- (c) Land: The real estate described on Schedule A attached hereto.
- (d) Buildings: All buildings, improvements, alterations or appurtenances now, or at any time hereafter, located upon the Land or any part thereof.
- (e) Fixtures: All fixtures located upon or within the Land or buildings or now or hereafter attached to, or installed in, or used in connection with, any of the Land or Buildings whether or not permanently attached to the Mortgaged Property.
- (f) Leases: Any and all leases, subleases, licenses, concessions or grants of other possessory interests now or hereafter in force, oral or written, covering or affecting the Mortgaged Property, or any part thereof, together with all rights, powers, privileges, options and other benefits of Debtor thereunder.
- (g) Rents: All of the rents, revenues, income, profits, deposits, tenders and other benefits payable under the Leases and/or arising from the use and enjoyment of all or any portion of the Mortgaged Property.

Except as otherwise specifically defined herein, all capitalized words and phrases used herein shall have the respective meanings attributable to them as set forth in that certain Mortgage and Assignment of Leases and Rents and Security Agreement executed simultaneously herewith by Debtor in favor of Secured Party, as the same may be amended from time to time (the "Mortgage"), the terms and conditions of which are hereby incorporated herein by this reference.

**SCHEDULE A**

**PARCELS 36 AND 37**

**LAND IN JEFFERSON COUNTY, ALABAMA, DESCRIBED AS FOLLOWS:**

**LOTS 1 THROUGH 10 AND LOTS 15, 16 AND 17, IN BLOCK 162, AND LOTS 1, 2, 3, 4, AND 5 OF BLOCK 148, ALL ACCORDING TO THE SURVEY OF THE CITY OF BIRMINGHAM AS MADE BY THE ELYTON LAND COMPANY. THE FOREGOING SURVEY HAS NOT BEEN RECORDED AND IS NOT AVAILABLE FOR RECORDATION.**

**PARCEL 38**

**LAND IN SHELBY COUNTY, ALABAMA, DESCRIBED AS FOLLOWS:**

**LOT 1-BB, ACCORDING TO A RESURVEY OF LOT 1-B OF RESURVEY OF LOT 1-A, OF RESURVEY OF LOT 1, B & S SUBDIVISION, AS RECORDED IN MAP BOOK 13, PAGE 143, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

**Inst # 1999-20587**

**-26- 05/17/1999-20587  
08:26 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 HHS 18.00**