

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

<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 to: Stephen W. Stallcup, Esq. Maynard, Cooper & Gale, P.C. 1901 6th Avenue North, Suite 2400 Birmingham, AL 35203-2602 Pre-paid Acct. #	THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office <div style="text-align: center;"> Inst # 1999-39650 09/22/1999-39650 02:20 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 007 HNS 21.00 </div>
2. Name and Address of Debtor (Last Name First if a Person) Greensprings Associates, Inc. 833 Greensprings Highway Birmingham, Alabama 35209 Social Security/Tax ID #	FILED WITH: Judge of Probate of Shelby County, Alabama
2A. 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	
3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person) National Bank of Commerce of Birmingham 1927 First Avenue North Birmingham, Alabama 35203 Attn: Stephen F. Vickery Social Security/Tax ID #	4. ASSIGNEE OF SECURED PARTY (If any) (Last Name First if a Person)
<input type="checkbox"/> Additional secured parties on attached UCC-E	

5. The Financing Statement Covers the Following Types (or items) of Property: All types (or items) of property described on <u>Schedules I and II</u> attached hereto and made a part hereof. * This financing statement is filed as additional security for the indebtedness secured by a certain Mortgage executed by the Debtor in favor of the Secured Party recorded concurrently herewith. Check X if covered <input checked="" type="checkbox"/> Products of Collateral are also covered	5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered <div style="text-align: center;"> 5 0 0 </div>
--	--

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 \$ _____ Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ <u>N/A</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)

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

GREENSPRINGS ASSOCIATES, INC. By: <u>[Signature]</u> Its: <u>Vice-Pres.</u> Signature(s) of Debtor(s)	Signature(s) of Secured Party(ies) or Assignee
GREENSPRINGS ASSOCIATES, INC. Type Name of Individual or Business	Type Name of Individual or Business

**SCHEDULE I
TO
FINANCING STATEMENT**

This financing statement covers the following items (or types) of property:

(a) **Land.** The land located in Jefferson, Shelby, Autauga and Walker Counties, Alabama more particularly described in Exhibit A, and all reversions and remainders in and to said land and all tenements, hereditaments, easements, rights-of-way, rights (including mineral and mining rights, and all water, oil and gas rights), privileges, royalties and appurtenances to said land, now or hereafter belonging or in anywise appertaining thereto, including any right, title and interest in, to or under any agreement or right granting, conveying or creating, for the benefit of said land, any easement, right or license in any other property, and in, to or under any streets, ways, alleys, vaults, gores or strips of land adjoining said land or any parcel thereof, or in or to the air space over said land; all rights of ingress and egress to parking facilities on or within said land; and all claims or demands of Borrower either at law or in equity, in possession or expectancy of, in or to any of the same (all of the foregoing hereinafter collectively called the "Land").

(b) **Improvements.** All buildings, structures, facilities and other improvements now or hereafter located on the Land, and all building materials, building equipment and fixtures of every kind and nature now or hereafter located on the Land or attached to, contained in, or used in connection with, any such buildings, structures, facilities or other improvements, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, now owned or hereafter acquired by the Borrower (all of the foregoing hereinafter collectively called the "Improvements," and together with the Land called the "Real Property").

(c) **Personal Property.** All goods, equipment, inventory, supplies and other items or types of tangible personal property (including additions and accessions thereto and replacements and substitutions therefor) now owned or hereafter created or acquired by the Borrower and attached to the Real Property (other than fixtures); or placed on the Real Property and used or useful in connection with, or in any way pertaining or relating to, the Real Property or the use and occupancy thereof, though not attached to the Real Property; or for which the proceeds of any credit secured by this financing statement have been or may be advanced, wherever the same may be located; including: (i) all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows, hardware, wires, wiring and other building materials; and (ii) all machinery, equipment, appliances and fixtures for generating or distributing air, water, heat, electricity, light, fuel or refrigeration, or for incinerating or compacting plants, or for ventilating or sanitary purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse, sewage, or garbage, and all furniture, furnishings, decorations, art, mirrors, wall-beds, wall-safes, built-in furniture, appliances and installations, linens, towels, cutlery, dishes, shelving, partitions, screens, doorstops, vaults, elevators, escalators, dumbwaiters, awnings, window shades, venetian blinds, curtains, window treatments, light

fixtures, bathroom fixtures, fire hoses and brackets and boxes for same, fire sprinklers, alarm systems, drapery rods and brackets, screens, storm doors and windows, linoleum, carpets, rugs, wall coverings, plumbing, laundry and drying equipment, vacuum and other cleaning systems and equipment, call systems, switchboards, iceboxes, refrigerators, heating units, dishwashing equipment, stoves, ovens, water heaters, generators, tanks, motors, engines, boilers, furnaces, incinerators, garbage disposers, video and audio equipment, entertainment equipment and systems, recreation equipment, communication systems, and signage and graphics (hereinafter collectively called the "Personal Property").

(d) **Rents and Leases.** All leases, subleases, lettings and licenses, and other use and occupancy agreements, now or hereafter pertaining to any of the Real Property or Personal Property, and all rents, profits, issues and revenues of the Real Property and Personal Property now or hereafter accruing, whether accruing before or after the filing of any petition by or against the Borrower under the federal Bankruptcy Code.

(e) **Insurance Policies.** All policies of hazard insurance now or hereafter in effect that insure the Improvements, the Personal Property, or any of the other property conveyed or encumbered by the mortgage to which this financing statement relates (the "Mortgage"), together with all right, title and interest of the Borrower in and to each and every such policy, and all proceeds thereof, including any premiums paid and rights to returned premiums.

(f) **Litigation Awards.** All judgments, damages, settlements, awards, payments and compensation, including all interest thereon, together with the right to receive the same, that may be made or due to the Borrower or any subsequent owner of any of the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage, as a result of the exercise of the right of eminent domain or condemnation, the alteration of the grade of any street or any other injury to or diminution or decrease in value of the Real Property, the Personal Property or any other such property.

(g) **General Intangibles and Agreements.** (1) All general intangibles relating to the development or use of the Real Property, the Personal Property or any other property conveyed or encumbered hereby, or the management and operation of any business of the Borrower thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals and other trade secrets; (2) the good will of any business conducted or operated on the Real Property, all governmental licenses and permits relating to the construction, renovation or operation thereof, all names under or by which the same may at any time be operated or known and all rights to carry on business under any such names or any variant thereof; and (3) all contracts and agreements (including leasing, construction, renovation, maintenance, engineering, architectural, management, operating and concession agreements) affecting the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage, or used or useful in connection therewith, whether now or hereafter entered into.

(h) **Construction Documents**. The Construction Contracts, the Plans and the other Construction Documents.

(i) **Loan Funds, etc.** (1) All loan funds held by the Lender, whether or not disbursed, (2) all funds from time to time on deposit in the construction account, (3) all reserves, deferred payments, deposits, escrows, refunds, cost savings and payments of any kind related to the Project, and (4) all loan commitments and loan insurance related to the Project and all approvals, deposits, fees, applications and documents related thereto.

(j) **Supplemental Documents**. All changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing and all rights of the Borrower to modify or terminate, or waive or release performance or observance of any obligations or condition of any such document.

(k) **Proceeds**. All proceeds of any of the foregoing.

As used in this Schedule I, the following terms are defined as follows:

(a) **Borrower** means the debtor(s) described in this financing statement.

(b) **Construction Contracts** means the contracts between the Contractors and the Borrower providing for the construction of the Project, or any portion thereof.

(c) **Construction Documents** means (1) all plans and specifications for the Project, or any portion thereof (including the Plans); (2) all contracts with architects and 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; (3) all contracts to which the Borrower 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; (4) all contracts to which the Borrower is a party providing for the management of the construction of any of the Project; (5) all rights of the Borrower as a third party beneficiary under all contracts and subcontracts pertaining to the Project as to which the Borrower is not a party; (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.

(d) **Contractors** means any person who enters into contracts with the Borrower to construct, install, equip or develop the Project, or any portion thereof, or to furnish any labor or materials in connection therewith, or to furnish or install any equipment or other personal property in connection therewith, each of which persons must be a contractor or contracting firm satisfactory to the Lender.

(e) **Engineers** means any engineers for the Project, or any portion thereof, each of which must be an engineer or engineering firm satisfactory to the Lender.

(f) **Lender** means the secured party described in this financing statement.

(g) **Plans** means the final working plans and specifications for constructing and developing the Project prepared by persons acceptable to the Lender, and all amendments and modifications thereto.

(h) **Project** means a certain project consisting of Improvements to be financed in whole or in part with the proceeds of the Loan and to be constructed in accordance with the Plans on the Land, together with all related utilities, roads and other off-site Improvements, if any, said project being generally described as follows: the acquisition and construction of three Shop-A-Snak convenience store locations.

Some of the above-described property is now, or may in the future become, affixed to the Land described in Exhibit A. The Borrower is a record owner of the Land.

THIS FINANCING STATEMENT IS TO BE CROSS-INDEXED IN THE REAL ESTATE MORTGAGE RECORDS.

SCHEDULE II **TO FINANCING STATEMENT**

The Property covered by this financing statement includes all the Debtor's right, title and interest in, to and under the following described property, whether now owned or hereafter acquired by the Debtor, and whether now existing or hereafter incurred, created, arising or entered into:

1. all Equipment and other tangible personal property of the Debtor and all repair parts, replacements and substitutions for such property and all other goods and chattels of like nature hereafter acquired by the Debtor;

2. all Fixtures of the Debtor now or hereafter located on the real estate described on Exhibit A, and all repair parts, replacements and substitutions for such property and all other goods and chattels of like nature hereafter acquired by the Debtor;

3. any and all accessions and additions to any of the property described in the foregoing paragraphs, any substitutions and replacements therefor, and all attachments and improvements placed upon or used in connection therewith, or any part thereof; and

4. all proceeds, products, rents, royalties, issues and profits of any of the property described in the foregoing paragraphs, whether paid or accruing before or after the filing of any petition by or against the Debtor under the federal Bankruptcy Code.

Some of the above-described property is now, or may in the future become, affixed to the real estate described in Exhibit A. Greensprings Associates, Inc. is a record owner of said real estate.

Definitions

As used in this Schedule II the following terms shall have the respective meanings assigned to them as follows:

Debtor means the debtor(s) described in this Financing Statement.

Equipment means all of the Debtor's equipment, machinery, furniture, furnishings, vehicles, tools, spare parts, materials, supplies, store fixtures, leasehold improvements and all other goods of every kind and nature.

Fixtures means all goods of the Debtor that become so related to particular real estate that an interest in them arises under real estate law.

Exhibit A

(Legal Description)

Lot 4A, according to the Survey of Resource Center, as recorded in Map Book 24, Page 118, in the Probate Office of Shelby County, Alabama.

Inst # 1999-39650

00508646.1

-3-

09/22/1999-39650
02:20 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 HHS 21.00