

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

Important: Read Instructions on Back Before Filling out Form.

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

21827

<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 acknowledgement to: Cheryl Robinson CORLEY, MONCUS & WARD, P.C. 400 Shades Creek Parkway Suite 100 Birmingham, Alabama 35209 Pre-paid Acct. # _____		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office <div style="text-align: center;"> <p>Inst # 2000-08161</p> <p>03/14/2000-08161</p> <p>02:26 PM CERTIFIED</p> <p>SHELBY COUNTY JUDGE OF PROBATE</p> <p>008 HHS 23.00</p> </div>	
2. Name and Address of Debtor (Last Name First if a Person) MBK II, LLC 1310 Cobb Lane Birmingham, Alabama 35205 Attn: John Michael Bodnar Social Security/Tax ID # _____		FILED WITH: JUDGE OF PROBATE 4. NAME AND ADDRESS OF ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person) 	
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) HERITAGE BANK 3535 Grandview Parkway Birmingham, Alabama 35243 Attn: C. Michael Murray Social Security/Tax ID # _____			
<input type="checkbox"/> Additional secured parties on attached UCC-E		5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing: _____ _____ _____ _____ _____ _____ _____ _____	
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 DESCRIBED ON THE ATTACHED EXHIBIT "A". 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>1,200,000.00</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) <div style="text-align: right;"> Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature — see Box 6) </div>	
SEE ATTACHED EXHIBIT "A-1" FOR DEBTOR Signature(s) of Debtor(s) SIGNATURE _____ Signature(s) of Debtor(s) _____ Type Name of Individual or Business		HERITAGE BANK Signature(s) of Secured Party(ies) or Assignee By: <u>George C. Pelekis</u> Signature(s) of Secured Party(ies) or Assignee George C. Pelekis, Its Vice President Type Name of Individual or Business	

EXHIBIT "A-1"
to UCC-1 Financing Statement

DEBTOR:

MBK II, LLC

By: **BODNAR INVESTMENT GROUP, INC.,**
Its Manager

By:  [SEAL]
John Michael Bodnar
Its Vice President

EXHIBIT "A"

PARCEL I:

A parcel of land located in the Southwest 1/4 of Section 31, Township 19 South, Range 2 West, City of Pelham, Shelby County, Alabama; being more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the 1/4 line 506.79 feet; thence left 121 deg. 25 min. 36 sec. Southwesterly 517.90 feet; thence right 106 deg. 46 min. 08 sec. Northwesterly 188.10 feet; thence left 82 deg. 42 min. 48 sec. Westerly 27.00 feet; thence left 90 deg. 00 min. 00 sec. Southerly 79.46 feet; thence right 86 deg. 49 min. 01 sec. Westerly 129.18 feet to the POINT OF BEGINNING; thence left 00 deg. 29 min. 40 sec. Westerly 151.35 feet; thence right 85 deg. 55 min. 12 sec. Northerly 190.41 feet; thence right 90 deg. 00 min. 00 sec. Northeasterly 7.00 feet; thence left 90 deg. 00 min. 00 sec. Northerly 47.08 feet to the Southerly new right of way line of Alabama Highway No. 119, being seventy feet South of the roadway centerline; thence right 97 deg. 14 min. 20 sec. Northeasterly to the chord of a curve concave Northerly with a radius of 1,979.89 feet, a central angle of 4 deg. 42 min. 35 sec. and a chord length of 162.70 feet; thence run Easterly, then Northeasterly along the arc of said curve 162.75 feet; thence turn an interior angle left 92 deg. 51 min. 41 sec. from the chord of said curve Southerly 228.42 feet to the point of beginning.

PARCEL II:

TOGETHER WITH the following non-exclusive, perpetual easements which are intended to run with the land:

- 1) An easement for vehicular and pedestrian EGRESS ONLY in an easterly direction only over and across the real property described as follows:

Commence at the Southeast corner of the Southwest 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the 1/4 line 506.79 feet; thence left 121 deg. 25 min. 36 sec. Southwesterly 517.90 feet; thence right 106 deg. 46 min. 08 sec. Northwesterly 188.10 feet; thence left 82 deg. 42 min. 48 sec. Westerly 27.00 feet; thence left 90 deg. 00 min. 00 sec. Southerly 39.18 feet to the POINT OF BEGINNING of the centerline of a twelve foot wide Access Easement; thence right 86 deg. 36 min. 31 sec. Westerly 131.52 feet to the termination of said easement.

- 2) An easement for vehicular and pedestrian ingress and egress over and across those parcels of real property described as follows:

EXHIBIT "A"

i) Commence at the Southeast corner of the Southwest 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the 1/4 line 506.79 feet; thence left 121 deg. 25 min. 36 sec. Southwesterly 517.90 feet; thence right 106 deg. 46 min. 08 sec. Northwesterly 188.10 feet to the POINT OF BEGINNING; thence left 82 deg. 42 min. 48 sec. Westerly 27.00 feet; thence left 90 deg. 00 min. 00 sec. Southerly 79.46 feet; thence right 86 deg. 49 min. 01 sec. Westerly 129.18 feet; thence left 00 deg. 29 min. 40 sec. Westerly 151.35 feet; thence left 94 deg. 04 min. 54 sec. Southeasterly 13.36 feet; thence right 10 deg. 02 min. 56 sec. Southerly 76.42 feet; thence left 90 deg. 00 min. 22 sec. Easterly 45.50 feet; thence left 90 deg. 00 min. 00 sec. Northerly 35.11 feet to the P.C. of a curve to the right with a radius of 15 feet and a chord length of 20.23 feet; thence right 41 deg. 38 min. 42 sec. to the chord of said curve and run 22.20 feet along the arc of said curve; thence right 42 deg. 23 min. 37 sec. from the chord of said curve Easterly 92.80 feet; thence right 00 deg. 29 min. 18 sec. Easterly 107.62 feet to the P.C. of a curve to the left with a radius of 48.50 feet and a chord length of 66.65 feet; thence turn left 43 deg. 24 min. 07 sec. to the chord of said curve and run 73.48 feet along the arc of said curve; thence left 42 deg. 18 min. 14 sec. from the chord Northerly 77.75 feet to the POINT OF BEGINNING.

ii) Commence at the Southeast corner of the Southwest 1/4 of Section 31; thence run North along the 1/4 section line 506.79 feet; thence left 121 deg. 25 min. 36 sec., 517.90 feet; thence 106 deg. 46 min. 08 sec. right and run in a Northwesterly direction along the Easterly property line of the "Interstate Restaurant Investors" property (which is the Westerly property line of the "Bassett Furniture" property) for a distance of 188.10 feet to the POINT OF BEGINNING; thence continue on last stated course 86.03 feet to an existing joint driveway easement as recorded by Inst. No. 1994-17716 in the Probate Office of Shelby County, Alabama; thence 90 deg. 00 min. 00 sec. left 16.22 feet; thence 82 deg. 42 min. 48 sec. left and leaving said existing easement run a distance of 83.28 feet; thence 90 deg. 00 min. 00 sec. left, 27.0 feet to the point of beginning.

iii) Commence at the Southeast corner of the Southwest 1/4 of Section 31; thence run North along the 1/4 section line 506.79 feet; thence left 121 deg. 25 min. 36 sec., 517.90 feet; thence 106 deg. 46 min. 08 sec. right and run in a Northwesterly direction along the Westerly property line of "Bassett Furniture" property (which is the Easterly property line of the "Interstate Restaurant Investors" property) for a distance of 188.10 feet to the POINT OF BEGINNING; thence continue on last stated course 86.03 feet to an existing joint driveway easement as recorded by Inst. No. 1994-17716 in the Probate Office of Shelby County, Alabama; thence 90 deg. 00 min. 00 sec. right, 11.0 feet; thence 97 deg. 17 min. 12 sec. right and leaving said existing easement run a distance of 86.73 feet to the POINT OF BEGINNING.

iv) A strip 18 feet in width, extending back from Highway 119, 100 feet along the border between "Bassett Furniture" property and "Interstate Restaurant Investors" property, for the use of a joint driveway. Said joint driveway is to be 36 feet in width, extending back 100 feet from Highway 119, one-half of which is located on the "Bassett Furniture" property and one-half located on the "Interstate Restaurant Investors" property; being further described as follows:

Commence at a point 11 feet Westerly and 16.22 feet Easterly of the Northeast and Northwest corners, respectively, of an easement described in Inst. No. 1999-49463, being the point of beginning of the centerline of the 36 foot wide easement described in Inst. No. 1994-17716, being on the joint property line of an existing Bassett Furniture Store on the East and property owned by Interstate Restaurant Investors (IRI) on the West; thence run Northwesterly along

EXHIBIT "A"

the property line 100 feet to the old South right of way line (80' wide right of way) of Alabama Highway No. 119, said easement being 36 feet wide, 18 feet wide on both sides of the above described centerline.

- 3) An easement for parking in up to 20 parking stalls on the real property described as follows:

Commence at the Southeast corner of the Southwest 1/4 of Section 31, Township 19 South, range 2 West, Shelby County, Alabama; thence run Northerly along the 1/4 line 506.79 feet; thence left 121 deg. 25 min. 36 sec. Southwesterly 517.90 feet; thence right 106 deg. 46 min. 08 sec. Northwesterly 188.10 feet to the POINT OF BEGINNING; thence left 82 deg. 42 min. 48 sec. Westerly 27.00 feet; thence left 90 deg. 00 min. 00 sec. Southerly 79.46 feet; thence right 86 deg. 49 min. 01 sec. Westerly 129.18 feet; thence left 00 deg. 29 min. 40 sec. Westerly 151.35 feet; thence left 94 deg. 04 min. 54 sec. Southeasterly 13.36 feet; thence right 10 min. 02 sec. 56 sec. Southerly 76.42 feet; thence left 90 deg. 00 min. 22 sec. Easterly 45.50 feet; thence left 90 deg. 00 min. 00 sec. Northerly 35.11 feet to the P.C. of a curve to the right with a radius of 15 feet and a chord length of 20.23 feet; thence right 41 deg. 38 min. 42 sec. to the chord of said curve and run 22.20 feet along the arc of said curve; thence right 42 deg. 23 min. 37 sec. from the chord of said curve Easterly 92.80 feet; thence right 00 deg. 29 min. 18 sec. Easterly 107.62 feet to the P.C. of a curve to the left with a radius of 48.50 feet and a chord length of 66.65 feet; thence turn left 43 deg. 24 min. 07 sec. to the chord of said curve and run 73.48 feet along the arc of said curve; thence left 42 deg. 18 min. 14 sec. from the chord Northerly 77.75 feet to the POINT OF BEGINNING.

- 4) An easement for ingress, egress and utilities over and across that portion of the real property known as the Frontage Road described as follows:

i) A parcel of land situated in the Southwest 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Commence at the southeast corner of the Southwest 1/4 of said Section 31; thence run in a northerly direction along the east boundary of the said Southwest 1/4 for a distance of 506.79 feet; thence turn a deflection angle to the left 121 deg. 25 min. 36 sec. and run in a southwesterly direction for a distance of 1,325.96 feet; thence turn a deflection angle to the right of 129 deg. 40 min. 07 sec. and run in a northeasterly direction for a distance of 683.30 feet to point on a curve to the left and the POINT OF BEGINNING, which is the centerline of the 28.00 foot easement herein described; thence turn an interior angle to the left of 100 deg. 50 min. 51 sec. to the chord of said curve, said curve having a radius of 1,993.89 feet, a central angle of 05 min. 28 min. 31 sec. and a chord distance of 190.47 feet; thence run in an easterly direction parallel with the south right of way line of Alabama Highway No. 119 for a distance of 190.54 feet to the end of the easement herein described.

ii) A parcel of land situated in the Southwest 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Commence at the southeast corner of the Southwest 1/4 of said Section 31; thence run in a northerly direction along the east boundary of the said Southwest 1/4 for a distance of 506.79 feet; thence turn a deflection angle to the left 121 deg. 25 min. 36 sec. and run in a southwesterly direction for a distance of 1,325.96 feet; thence turn a deflection angle to the right of 129 deg. 40 min. 07 sec. and run in a northeasterly direction for a distance of 683.30 feet to point on a curve to the left; thence turn an interior angle to the left of 100 deg. 50 min. 51 sec. to the chord of said curve, said curve having a radius of 1,993.89 feet, a central angle of 05 min. 28 min. 31 sec. and a chord distance of 190.47 feet; thence run in an easterly direction

EXHIBIT "A"

parallel with the south right of way line of Alabama Highway No. 119 for a distance of 190.54 feet to a point on a curve to the left and the POINT OF BEGINNING, which is the centerline of the 28.00 foot easement herein described; thence turn an interior angle to the right 172 deg. 37 min. 09 sec. from chord to chord of said curve, said curve having a radius of 1,993.89 feet, a central angle of 09 deg. 17 min. 10 sec.; a chord distance of 322.80 feet; thence run along the arc of said curve parallel to said right of way for a distance of 323.16 feet to the end of the easement herein described.

- 5) An easement for storm water drainage over, beneath and across that real property which is not a part of the Parcel I property to be insured herein, described as follows: Commence at the Southeast corner of the Southwest 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the 1/4 line 506.79 feet; thence left 121 deg. 25 min. 36 sec. Southwesterly 517.90 feet; thence right 106 deg. 46 min. 08 sec. Northwesterly 188.10 feet; thence left 82 deg. 42 min. 48 sec. Westerly 27.00 feet; thence left 90 deg. 00 min. 00 sec. Southerly 79.46 feet; thence right 86 deg. 49 min. 01 sec. Westerly 129.18 feet; thence right 89 deg. 48 min. 11 sec. Northerly 5.00 feet to the POINT OF BEGINNING of the centerline of a 10 foot wide storm sewer easement; thence left 90 deg. 17 min. 51 sec. Westerly 92.53 feet; thence left 15 deg. 39 min. 35 sec. Southwesterly 62.63 feet to the POINT OF TERMINATION. It is the intention herein to extend such easement side lines to adjoining easement or property lines to form contiguous and continuous easement rights.

PARCEL III

TOGETHER WITH an exclusive easement for parking and curbing over that portion of the real property described as follows: Commence at the Southeast corner of the Southwest 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the 1/4 line 506.79 feet; thence left 121 deg. 25 min. 36 sec. Southwesterly 517.90 feet; thence right 106 deg. 46 min. 08 sec. Northwesterly 188.10 feet; thence left 82 deg. 42 min. 48 sec. Westerly 27.00 feet; thence left 90 deg. 00 min. 00 sec. Southerly 79.46 feet; thence right 86 deg. 49 min. 01 sec. Westerly 129.18 feet; thence left 00 deg. 29 min. 40 sec. Westerly 151.35 feet to the POINT OF BEGINNING; thence continue Westerly along the same course 3.00 feet; thence right 85 deg. 55 min. 12 sec. Northwesterly 238.95 feet to a point on the new Southerly right of way line of Alabama Highway No. 119, being in a curve to the left, concave Northerly with a radius of 1979.89 feet, a central angle of 00 deg. 17 min. 36 sec. and a chord length of 10.14 feet; thence turn right 99 deg. 43 min. 25 sec. to the chord of said curve and run Easterly, thence Northeasterly 10.14 feet along the arc of said curve; thence an interior angle left 99 deg. 43 min. 25 sec. from the curve chord Southeasterly 47.08 feet; thence right 90 deg. 00 min. 00 sec. Westerly 7.00 feet; thence left 90 deg. 00 min. 00 sec. Southeasterly 190.41 feet to the POINT OF BEGINNING.

SCHEDULE I

All Debtor's right, title and interest in, to, and under any and all of the following described property (the "Property"), whether now owned or held or hereafter acquired:

(a) All those certain tracts or parcels of land located in Shelby County, Alabama, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Land"); and

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Premises, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Premises as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by a Mortgage and Security Agreement being filed simultaneously herewith (the "Mortgage"); and

(c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by them; and

(d) All rents, issues, profits and revenues of the Premises from time to time accruing, including, without limitation, all sums due under any leases or tenancies, together with all proceeds of insurance, condemnation payments, security deposits and escrow funds, and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same, reserving only the right to Debtor to collect the same so long as an Event of Default has not occurred hereunder or such collection is not otherwise restricted by the Mortgage; and

(e) 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); and

(e) To the fullest extent assignable (if assignable by law), any and all licenses and permits obtained by Debtor relating to the use and operation of the Premises.

Inst # 2000-08161

2000-08161

03/14/2000-08161
02:26 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOB MMS 23.00