

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

70075

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).		No. of Additional Sheets Presented: 2	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: James E. Vann, Esquire Johnston & Council, L.L.C. 800 Shades Creek Parkway Suite 325 Birmingham, AL 35209 Pre-paid Acct. # _____			THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office <div style="text-align: right;">Inst. # 2000-17332 05/26/2000-17332 11:15 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE MAY 11, 2000</div>	
2. Name and Address of Debtor (Last Name First if a Person) Shelby Development Co., Inc. P.O. Box 1494 Pelham, AL 35124 Social Security/Tax ID # _____				
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) BancorpSouth Bank 2211 Highland Avenue South Birmingham, AL 35205 Social Security/Tax ID # _____ <input type="checkbox"/> Additional secured parties on attached UCC-E			4. NAME AND ADDRESS OF ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person) Judge of Probate	
5. The Financing Statement Covers the Following Types (or items) of Property: All of the equipment, fixtures, contract rights, general intangibles, and tangible personal property of every nature now owned or hereafter acquired by Debtors, all additions, replacements, and proceeds thereof and all other property set forth in SCHEDULE A attached hereto located on the real property described on EXHIBIT A attached hereto. ADDITIONAL SECURITY FOR MORTGAGE RECORDED AT INSTRUMENT NUMBER: 2000 / 17331 Check X if covered <input checked="" 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. SHELBY DEVELOPMENT CO., INC. BY: _____ Signature(s) of Debtor(s) ITS: _____ Signature(s) of Debtor(s) SHELBY DEVELOPMENT CO., INC. Type Name of Individual or Business				
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) \$ _____ 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) _____ Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature — see Box 6) BANCORPSOUTH BANK BY: _____ Signature(s) of Secured Party(ies) or Assignee ITS: _____ Signature(s) of Secured Party(ies) or Assignee BANCORPSOUTH BANK Type Name of Individual or Business				

SCHEDULE A

All tangible personal property now or hereafter owned by Debtor and now or at any time hereafter located on or at the real estate described in Exhibit A attached hereto, or used in connection therewith, including, but not limited to: all goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarms systems, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor or outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including ice boxes, refrigerators, fans, heaters, stoves, water heaters and incinerators), inventory, rugs carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, Venetian blinds, curtains, lamps, chandeliers and other lighting fixtures and office maintenance and other supplies; including, but not limited to, all refrigerators, ranges, dishwashers, disposals and hoods.

Together with all rents, issues, profits, royalties or other benefits derived from the real estate described in Exhibit A, and together with all leases or subleases covering any portion of the real estate described in Exhibit A, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature, and together with all additions and accessions thereto and replacements thereof; and together with all proceeds or sums payable in lieu of or as compensation for the loss or damage to any property covered hereby or the real property upon which said property covered hereby is or may be located; all rights in and to all pertinent present and future fire and/or hazard insurance policies; all fixtures; and together with all additions and accessions thereto and replacements thereof.

All fixtures, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and now or hereafter located in, on, or used or intended to be used in connection with or with the construction, operation, or use of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing; all building materials, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by the Debtor for the purpose of being used or useful in connection with the improvements located or to be located on the hereinabove described real estate, whether such materials, equipment, fixtures, and fittings are actually located on or adjacent to said real estate or not, and whether in storage or otherwise, wheresoever the same may be located. Personal property included within the property described in this Schedule A and with respect to which a security interest is granted in connection herewith shall specifically include, without limitation, all lumber and lumber products, bricks, building stones and building blocks, sand and cement, roofing material, paint, doors, windows, hardware, nails, wires and wiring, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, furniture, and in general all building materials and equipment of every kind and character used or useful in connection with said improvements.

All Debtor's rights in and to the contracts, agreements, and other documents relating to the construction of the improvements on the property described in Exhibit A, including without limitation, construction contracts, drawings and specifications, together with any additions, extensions, revisions, modifications, or guarantees of performance or obligations to Debtor under any of the above.

EXHIBIT "A"

An acreage tract situated in the North $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 21, Township 20 South, Range 3 West, City of Helena, Shelby County, Alabama, and being more particularly described as follows:

Begin at the SW corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 21, said corner being a 2" open pipe; thence run South $89^{\circ}28'22''$ East along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ for 608.88 feet measured (609.34 feet map) to a 2" open pipe iron; thence run North $43^{\circ}53'57''$ East for 70.00 feet; thence run North $11^{\circ}25'21''$ West for 196.38 feet to an old axle iron; thence run North $43^{\circ}37'56''$ West for 302.37 feet measured (302.12 feet map) to a railroad spike; thence run North $33^{\circ}42'13''$ West for 159.87 feet; thence run South $43^{\circ}59'10''$ West for 140.57 feet; thence run North $46^{\circ}00'50''$ West for 350.00 feet; thence run South $43^{\circ}59'10''$ West for 464.81 feet; thence run North $65^{\circ}05'20''$ West for 134.05 feet to the NE corner of Lot 53 of Falliston, Sector 3, Phase I as recorded in Map Book 20, page 140, in the Probate Office of Shelby County, Alabama; thence run South $27^{\circ}59'10''$ West along the Southeasterly line of said Lot 53 for 150.78 feet to a point on the Northeasterly right of way line of Falliston Drive; thence run South $47^{\circ}19'52''$ West along the end of Falliston Drive for 53.01 feet to the NE corner of Lot 46 of said Falliston, Sector 3, Phase I; thence run South $27^{\circ}59'10''$ West along the Southeasterly line of said Lot 46 for 135.00 feet to the SE corner of said Lot 46 and to a point on the Northerly line of Lot 29 of Falliston Sector 2 as recorded in Map Book 19, page 117, in the Probate Office of Shelby County, Alabama; thence run South $62^{\circ}00'50''$ East along the Northerly line of said Lot 29 and along the Northerly line of Lot 28 of said Falliston Sector 2 for 146.05 feet; thence run South $58^{\circ}11'07''$ East along the Northerly line of Lots 27 and 26 of said Falliston Sector 2 for 232.60 feet to the common corner of said Lot 26 and Lot 14 of Falliston Sector 1 as recorded in Map Book 18, page 66, in the Probate Office of Shelby County, Alabama; thence run North $43^{\circ}42'04''$ East along the Northwesterly line of Lots 14 and 15 of said Falliston Sector 1 for 235.48 feet; thence run South $45^{\circ}36'12''$ East along the Northeasterly line of said Lot 15 for 76.75 feet to the NE corner of said Lot 15 and the NW corner of Lot 16 of said Falliston Sector 1, thence run North $89^{\circ}56'21''$ East for 98.70 feet measured (98.81 feet record) to the NE corner of said Lot 16; thence run South $1^{\circ}39'21''$ East along the East line of said Lot 16 for 101.59 feet measured (100.09 feet record) to the point of beginning.

Inst # 2000-17332

05/26/2000-17332
11:19 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

003 NWS 17.00