

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

Important: Read Instructions on Back Before Filling Out Form

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional Sheets Presented: <u>5</u>	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
1. Return copy or recorded original to: Cabaniss, Johnston, Gardner, Dumas & O'Neal Attn: Phillip B. Walker P. O. Box 830612 Birmingham, AL 35283-0612 Pre-paid Acct # _____		<p>Inst # 2000-17409</p> <p>05/26/2000-17409</p> <p>01:54 PM CERTIFIED</p> <p>SHELBY COUNTY JUDGE OF PROBATE</p> <p>004 MMS 21.00</p>
2. Name and Address of Debtor (Last Name First if a Person) Lee House 224 Higgins Road Shelby, Alabama 35143 Social Security/Tax ID # _____		
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person) Lee House 21290 Highway 25 Columbiana, Alabama 35051 Social Security/Tax ID # _____		
<input type="checkbox"/> Additional debtors on attached UCC-E		
3. SECURED PARTY (Last Name First if a Person) Holcombe Building Supply, Inc 3690 Highway 25 Montevallo, Alabama 35115 Attn: Bobby Holcombe 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: See Schedule 1 attached hereto and incorporated herein by reference. This financing statement is being recorded as additional security to that certain Mortgage, Security Agreement and Assignment of Rents and Leases recorded previously as Instrument No. <u>2000-14178</u> . 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.		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) \$ _____
By: <u>Lee House</u> Signature(s) of Debtor(s) Its: _____ Signature(s) of Debtor(s) Lee House Type Name of Individual or Business		8. <input 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> By: _____ Signature(s) of Secured Party(ies) Its: _____ Signature(s) of Secured Party(ies) Holcombe Building Supply, Inc. Type Name of Individual or Business

SCHEDULE 1
TO
UCC-1 FINANCING STATEMENT BETWEEN
LEE HOUSE ("DEBTOR") AND
HOLCOMBE BUILDING SUPPLY, INC. ("SECURED PARTY")

1. That certain real estate located in Shelby County, Alabama and more particularly described on "Exhibit A" attached hereto and hereby made a part hereof (the "Real Property"), together with all improvements, structures, buildings and fixtures now or hereafter situated on or in the Real Estate (the "Improvements").

2. All permits, easements, licenses, rights-of-way, contracts, privileges, immunities, tenements and hereditaments now or hereafter pertaining to or affecting the Real Property or the Improvements.

3. A. All leases, written or oral, and all agreements for use or occupancy of any portion of the Real Property or the Improvements with respect to which Debtor is the lessor, including but not limited to any existing leases (the "Existing Leases"), any and all extensions, modifications, amendments and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including, but not limited to, subleases thereunder, upon or covering the use or occupancy of all or any part of the Real Property or the Improvements (all such leases, subleases, agreements and tenancies heretofore mentioned, including, but not limited to, the Existing Leases, being hereinafter referred to, collectively, as the "Leases");

B. any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;

C. the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which Debtor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Real Property or any of the Improvements, or any part thereof, including, but not limited to, minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Real Property or the Improvements, together with any and all rights and claims of any kind that Debtor may have against any such lessee under the Leases or against any subtenants or occupants of the Real Property or any of the Improvements, all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents"; provided, however, so long as no Event of Default has occurred, Debtor shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof); and

D. any award, dividend or other payment made hereafter to Debtor in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent. Debtor hereby appoints Secured Party as Debtor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend or other payment.

4. All materials, equipment, fixtures, tools, apparatus and fittings of every kind or character now owned or hereafter acquired by Debtor for the purpose of, or used or useful in connection with, the Real Property or the Improvements, wherever the same may be located, including, without limitation, all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows, hardware, nails, wires, wiring, engines, boilers, furnaces, tanks, motors, generators, switchboards, elevators, escalators, plumbing, plumbing fixtures, air-conditioning and heating equipment and appliances, electrical and gas equipment and appliances, carpets, rugs, window treatments, lighting, fixtures, pipes, piping, decorative fixtures, and all other building materials, equipment and fixtures of every kind and character used or useful in connection with the Real Property or the Improvements.

5. All proceeds (including, but not limited to, insurance proceeds) and products of any of the foregoing, or any part thereof.

6. Any and all other real or personal property of every kind and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred to Secured Party, or in which Secured Party is granted a security interest, as and for additional security hereunder by Debtor, or by anyone on behalf of, or with the written consent of, Debtor.

EXHIBIT A

Commence at the Northwest corner of the NW 1/4 of the NE 1/4 of Section 26, Township 21 South, Range 1 West, Shelby County, Alabama, thence run Southerly along the West boundary of said 1/4-1/4 parcel a distance of 785.60 feet to a point on the Southeast boundary of the right-of-way of Alabama Highway No. 25 (Columbiana By-Pass); thence turn an angle of 154 degrees, 05 minutes left and run along the said Southeast right-of-way for a distance of 203.84 feet to the point of beginning of the parcel of land herein described; thence turn an angle of 93 degrees, 30 minutes, 39 seconds to the right and run 87.87 feet to a point; thence turn an angle of 81 degrees, 53 minutes, 06 seconds to the right and run 93.19 feet to a point; thence turn an angle of 86 degrees, 06 minutes, 27 seconds to the right and run 13.33 feet to a point; thence turn an angle of 86 degrees, 33 minutes, 18 seconds to the left and run 100.34 feet to a point; thence turn an angle of 109 degrees, 45 minutes, 54 seconds to the left and run 258.03 feet to a point; thence turn an angle of 53 degrees, 02 minutes to the left and run 72.32 feet to a point; thence turn an angle of 50 degrees, 20 minutes to the left and run 227.81 feet to a point; thence turn an angle of 39 degrees, 40 minutes to the left and run 204.00 feet to a point on the Southeast right-of-way line of aforementioned State Highway 25; thence turn an angle of 102 degrees, 09 minutes to the left and run along said right-of-way for 200.81 feet to the point of beginning.

Said parcel is lying in the NW 1/4 of the NE 1/4 of Section 26, Township 21 South, Range 1 West, and situated in Shelby County, Alabama.

Inst # 2000-17409

05/26/2000-17409
01:54 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 1915 21.00