

☐ The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).

No. of Additional Sheets Presented

8

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Return copy or recorded original to:

Steven A. Pepper, Esq.
Arnall Golden Gregory, LLP
1201 West Peachtree Street
2800 One Atlantic Center
Atlanta, GA 30309-3450

Pre-paid Acct. #

2. Name and Address of Debtor (Last Name First if a Person)

Spectrum Realty, Inc.
824 Third Avenue
West Point, GA 31833

Social Security / Tax ID #

2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)

Social Security / Tax ID #

☐ Additional debtors on attached UCC-E

3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)

SouthTrust Bank
One Georgia Center
600 West Peachtree Street
27th Floor
Atlanta, GA 30308

Social Security / Tax ID #

☐ Additional secured parties on attached UCC-E

5. The Financing Statement Covers the Following Types (or items) of Property:

The Security Agreement for Debtor for this Financing Statement is contained in that certain Mortgage, Security Agreement and Assignment of Rents and Leases for Debtor to Secured Party, dated December __, 2000.

The types of collateral secured hereby are more particularly described on Exhibit "B" attached hereto and incorporated herein by reference.

5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:

000	800
001	900
200	
300	
500	
600	
700	

Check X if covered: ☐ 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)

☐ already subject to a security interest in another jurisdiction when it was brought into this state.

☐ already subject to a security interest in another jurisdiction when debtor's location changed to this state.

☐ which is proceeds of the original collateral described above in which a security interest is perfected.

☐ acquired after a change of name, identity or corporate structure of debtor.

☐ 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 (\$0.15 per \$100.00 or fraction thereof)

☐ 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)

Signature(s) of Debtor(s)

Signature(s) of Secured Party(ies) or Assignee

Signature(s) of Debtor(s)

See Exhibit "A" attached

Signature(s) of Secured Party(ies) or Assignee

See Exhibit "A" attached

Type Name of Individual or Business

Type Name of Individual or Business

(1) FILING OFFICER COPY-ALPHABETICAL

(3) FILING OFFICER COPY-ACKNOWLEDGEMENT

(2) FILING OFFICER COPY-NUMERICAL

(4) FILE COPY-SECURED

Printed by UCC Control

(5) FILE COPY DEBTOR(S)

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1

Approved by The Secretary of State of Alabama

Inst # 2001-02853

Inst # 2001-02854

01/26/2001-02854
09:13 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
009 MMB 23.00

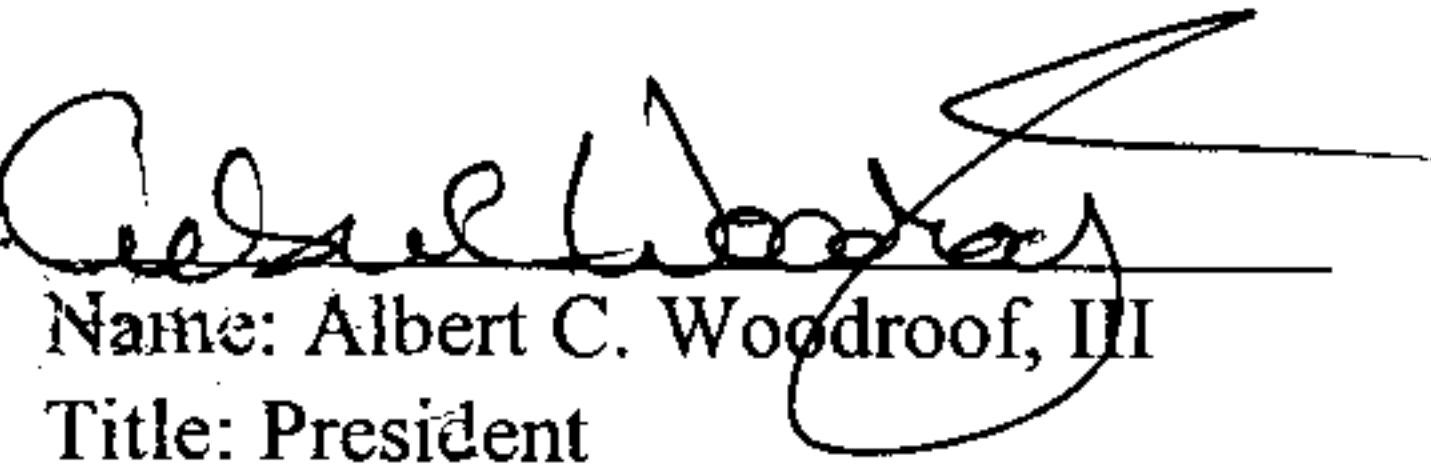
EXHIBIT "A"

TO UCC-1 FINANCING STATEMENT

SPECTRUM REALTY, INC. ("Debtor")
SOUTHTRUST BANK ("Secured Party")

Signature of Debtor:

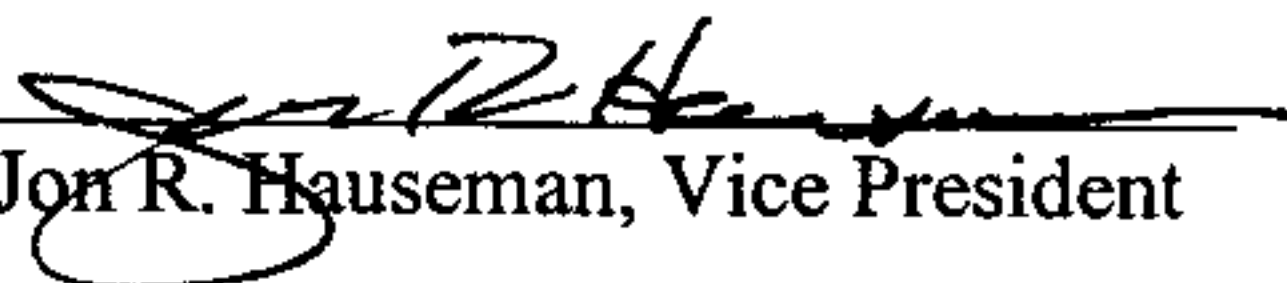
SPECTRUM REALTY, INC.,
a Georgia corporation

By: 
Name: Albert C. Woodroof, III
Title: President

[CORPORATE SEAL]

Signature of Secured Party:

SOUTHTRUST BANK

By: 
Jon R. Hauseman, Vice President

[BANK SEAL]

EXHIBIT "B"

TO UCC-1 FINANCING STATEMENT

SPECTRUM REALTY, INC. ("Debtor")
SOUTHTRUST BANK, ("Secured Party")

(a) All those certain lot(s), pieces(s) or parcel(s) of Land described in Exhibit C attached hereto and by this reference incorporated herein and made a part hereof (the "Real Estate"), and all improvements, buildings, structures and fixtures now or hereafter located thereon or therein (the "Improvements").

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

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

(ii) any and all guaranties of the lessee's and any sublessee's performance under any of the Tenant Leases; and

(iii) 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 Tenant Leases or from or out of the Real Estate or 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 followed default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Tenant 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 Estate or the Improvements thereon, together with any and all rights and claims of any kind that Debtor may have

against any such lessee under the Tenant Leases or against any subtenants or occupants of the Real Estate 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 under this Mortgage, Debtor shall have the right under a license granted hereby (but limited as provided in Section 4.03(f)(i)A hereof) to collect, receive and retain the Rents, but no Rents shall be collected more than thirty (30) days in advance of the due date thereof.

(iv) any award, dividend or other payment made hereafter to Debtor in any court procedure involving any of the lessees under the Tenant Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any 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.

(d) All fixtures (excluding sign poles, fuel tanks, fuel pumps and any other fuel dispensing equipment) and all appurtenances and additions thereto and substitutions or replacements therefor, owned by Debtor and now or hereafter attached to, contained in, or used in connection with the Real Estate or the Improvements or placed on any part thereof, though not attached thereto, and all proceeds thereof, including, but not limited to, all heating, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerating and elevator equipment, switchboards, vacuum cleaning systems, garbage disposers, hot water heaters, paging systems, alarm systems, generators, sprinkler systems and other fire prevention and extinguishing apparatus now or hereafter affixed to or located on the Real Estate.

(e) 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 as and for additional security hereunder by Debtor, or by anyone on behalf of, or with the written consent of, Debtor.

(f) Any proceeds of any of the foregoing.

EXHIBIT "C"

Legal Descriptions

Lot 2, according to the Survey of Rice Subdivision, as recorded in Map Book 11, page 106, in the Probate Office of Shelby County, Alabama.

SPECTRUM 102

BP 00033

EXHIBIT "A"

Commence at the Southwest corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 19 South, Range 2 West; thence run North along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ section line for a distance of 541.25 feet; thence run North $55^{\circ}37'24''$ East for a distance of 44.03 feet to the point of beginning; from the point of beginning thus obtained, run North $30^{\circ}11'06''$ West for a distance of 159.93 feet; thence run North $59^{\circ}48'54''$ East for a distance of 200.00 feet; thence run South $30^{\circ}11'06''$ East for a distance of 200.00 feet; thence run South $59^{\circ}48'54''$ West along the Northwestern right of way line of Alabama Highway No. 119 for a distance of 200.00 feet; thence run North $30^{\circ}11'06''$ West for a distance of 40.07 feet to the point of beginning.

Situated in Shelby County, Alabama.

SPECTRUM 103

BP 00036

EXHIBIT "A"

Part of the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

From the Southwest corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section, looking in a Northerly direction along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ section, turn an angle to the right of $29^{\circ}08'$ and run in a Northeasterly direction for a distance of 696.0 feet to the point of beginning; thence continue along last mentioned course for a distance of 325.00 feet to a point on the Southwest right of way line of U.S. Highway #280; thence turn an angle to the right of $90^{\circ}53'15''$ and run in a Southeasterly direction along said Southwest right of way line for a distance of 309.64 feet to an existing concrete right of way monument; thence turn an angle to the right of $4^{\circ}36'15''$ and run in a Southeasterly direction along said Southwest right of way line for a distance of 28.61 feet to an existing nail on the edge of Dewberry Drive; thence turn an angle to the right of $88^{\circ}40'30''$ and run in a Southwesterly direction for a distance of 137.35 feet to an existing nail on the edge of Dewberry Drive; thence turn an angle to the right of $38^{\circ}51'$ and run in a Southwesterly direction for a distance of 70.34 feet to an existing nail on the edge of Dewberry Drive; thence turn an angle to the right of $20^{\circ}09'$ and run in a Westerly direction for a distance of 78.28 feet to an existing nail in the edge of Dewberry Drive; thence turn an angle to the left of $18^{\circ}48'$ and run in a Southwesterly direction for a distance of 145.47 feet to an existing nail in the edge of Dewberry Drive; thence turn an angle to the right of $51^{\circ}02'$ and run in a Northwesterly direction for a distance of 109.03 feet to the point of beginning.

S 107

BP 24247

EXHIBIT "A"

Commence at the Southwest corner of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama; thence run North along the West line of said section for a distance of 1295.37 feet; thence run North 78°39'13" East for a distance of 590.19 feet to a concrete monument on the Northeasterly right of way of U.S. Highway No. 280 at station 181+00, said point being the point of beginning; from the point of beginning thus obtained run North 60°38'07" East along the Northwesternly right of way line of U.S. Highway No. 280 for a distance of 150.23 feet to a concrete monument on the Northwesternly right of way line of Alabama Highway No. 119 at station 13+24.60; thence run North 21°09'07" East along the Northwesternly right of way line of Alabama Highway No. 119 for a distance of 65.85 feet; thence run North 64°43'19" West for a distance of 298.82 feet; thence run South 21°09'07" West for a distance of 216.54 feet; thence run South 59°47'53" East along the Northeasterly right of way line of U.S. Highway No. 280 for a distance of 80.32 feet to a concrete monument at station 180+00; thence run South 80°42'35" East along the Northeasterly right of way line of U.S. Highway No. 280 for a distance of 125.89 feet to the point of beginning.

S 109

BP 248887

Inst # 2001-02854

01/26/2001-02854
09:13 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
009 HMB 23.00