

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

59654

Post # 2001-17951

05/07/2001-17951
11:55 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
CDA MEL 18.00

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

[illegible]

<input type="checkbox"/> 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.	
By: <u>[Signature]</u> Signature(s) of Debtor(s)	
Its: <u>Manager</u> Signature(s) of Debtor(s)	
<u>L & E Properties, L.L.C.</u> 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 \$ <u>640,000.00</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)	
Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature — see Box 6)	
By: <u>[Signature]</u> Signature(s) of Secured Party(ies) or Assignee	
Its: <u>Commercial Loan officer</u> Signature(s) of Secured Party(ies) or Assignee	
<u>SouthTrust Bank</u> Type Name of Individual or Business	

SCHEDULE I

(1) All of the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, including replacements and additions thereto (herein referred to collectively as the "Property"):

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

(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, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Property, 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 Property as between Debtor and Secured Party and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness described in and to be secured by that certain Mortgage and Security Agreement entered into by and between Debtor and Secured Party simultaneously herewith (as the same may be amended or modified from time to time, the "Mortgage");

(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 Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor; and

(d) All rents, issues, profits, revenues and proceeds of and from the Property, or any part thereof, from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds, and all proceeds from any sale or other disposition of the Property, or any part thereof), 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 Debtor is not in default under the Mortgage or such collection is not otherwise restricted by the Mortgage.

(2) All of Debtor's right, title and interest in, to and under:

(a) Any and all plans, specifications and drawings relating to the Property and/or Improvements, and any and all modifications thereof and changes thereto;

(b) All deposit or similar accounts relating to the Property or the Improvements;

(c) Debtor's books and records relating to the Property or the Improvements;

(d) All applications and commitments now in existence or hereafter made or issued relating to other financing of the Property and Improvements; and

(e) All contracts or other agreements to which Debtor now or hereafter is a party or a beneficiary (whether an original party or an assignee or other successor in interest to an original party) relating to the Property and/or the Improvements or to the construction, repairing, use, occupancy, equipping, marketing, management, sale or lease of all or any part of the Improvements and/or the Property, and any and all renewals, extensions and modifications of any thereof, and all bonds and other guaranties of payment or performance in favor of Debtor under or with respect to any thereof.

Except as otherwise specifically defined herein, all capitalized words and phrases used herein shall have the respective meanings attributable to them as set forth in the Mortgage, the terms and conditions of which are hereby incorporated herein by this reference.

F:\CORP\SOUTHTRUL&E\PROPERTIES\DOC\WCCSCHEDULE.WPD

EXHIBIT A

DESCRIPTION OF LAND

The following described property situated in Shelby County, Alabama:

Lot 2, according to the Survey of Cambrian Valley Office Park, as recorded in Map Book 26, Page 32, in the Probate Office of Shelby County, Alabama.

ALSO:

Lot 4-A, according to a resurvey of Lots 3, 4, and 5 of Cambrian Valley Office Park, as recorded in Map Book 26, Page 125, in the Probate Office of Shelby County, Alabama.

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