

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

<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.
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1. Return copy or recorded original to:

Pre-paid Acct. # _____

THIS SPACE FOR USE OF FILING OFFICER
Date, Time, Number & Filing Office

Inst # 2001-49674

 11/15/2001-49674
 03:22 PM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
 003 CH 17.00

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

**B H Properties, L.L.C.
211 Kilsby Circle
Bessemer, AL 35023**

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 ~~KOCF~~

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

**Compass Bank
15 South 20th Street
Second Floor
Birmingham, AL 35233**

Social Security/Tax ID # _____

Additional secured parties on attached ~~KOCF~~

FILED WITH: **Shelby**

4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)

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

THIS FIXTURE FILING IS TO BE RECORDED IN THE REAL ESTATE RECORDS.

All of the equipment, fixtures, contract rights, general intangibles and tangible 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 A attached hereto located on the real property described on Exhibit A attached hereto.

This financing statement is being filed simultaneously with a mortgage recorded in Shelby County, Alabama, on which tax has been paid.

5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:
5 0 0

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 **\$1,340,000**

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ _____

8. 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 8)

B H Properties, L.L.C.


Signature(s) of Debtor(s)
C. N. Bailey, Manager

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

SCHEDULE A

All contract rights, general intangibles and tangible personal property of every nature now owned or hereafter acquired by Debtor, all additions, replacements, and proceeds thereof and all property 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 alarm systems, office 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 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, 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 located in, on, or used or intended to be used in connection with or with the operation 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 Debtors 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 herein conveyed and mortgaged shall include, but 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.

EXHIBIT "A"

PROPERTY DESCRIPTION

All that tract or parcel of land situated in the Southwest quarter of the Southeast quarter of Section 31, Township 19 South, Range 2 West, in Shelby County, Alabama, being more particularly described as follows, to wit:

Beginning at the Southwest corner of the Southwest quarter of the Southeast quarter of Section 31, Township 19 South, Range 2 West in Shelby County, Alabama and run North along the West line of said Southwest quarter of the Southeast quarter 872.72 feet to a point on the centerline of Cahaba Valley Road (Alabama State Highway 119); thence 60° 38' to the right and run Northeasterly along the centerline of said Cahaba Valley Road 762.35 feet to a point; thence 88° 39' 40" to the right and run Southeasterly 99.70 feet to a point on the Southeasterly right of way of Cahaba Valley Road as now established by the Alabama Highway Department, said point also being the point of beginning; thence continue along the last described course in a Southeasterly direction 351.93 feet to a point on the centerline of a creek; thence 105° 39' to the left in a Northeasterly direction along the approximate centerline of said creek a distance of 5.53 feet to a point; thence 19 ° 53' to the right in a Southeasterly direction along the approximate centerline of said creek a distance of 195.15 feet to a point; thence 94° 14' to the left in a Northwesterly direction a distance of 359.97 feet to a point on the Southeasterly right of way line of Cahaba Valley Road; thence 88° 36' 12" to the left in a Southwesterly direction along the Southeasterly line of Cahaba Valley Road a distance of 200.00 feet to the point of beginning.

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