

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

Important: Read Instructions on Back Before Filling out Form.

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

57436

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).		No. of Additional Sheets Presented	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 Sirote & Permutt, P.C. P.O. Box 55727 Birmingham, AL 35205  Pre-paid Acct. # _____			THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office  <div style="text-align: right;">FILED WITH:  Judge of Probate</div>	
2. Name and Address of Debtor (Last Name First if a Person)  The Habshey Family Limited Partnership 5245 Helena Road Helena, AL 35080  Social Security/Tax ID # _____			<div style="writing-mode: vertical-rl; transform: rotate(180deg);">FILED WITH:  Judge of Probate</div> <div style="text-align: right;">01/04/2002-00817 12:54 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 19.00 005 CH</div>	
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)  Social Security/Tax ID # _____				
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 debtors on attached UCC-E			4. NAME AND ADDRESS OF 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:  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.  ADDITIONAL SECURITY FOR MORTGAGE RECORDED AT INSTRUMENT NUMBER: <u>2002 / 00816</u>	
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) \$ _____ 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)	
Check X if covered: <input checked="" type="checkbox"/> Products of Collateral are also covered.			Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature — see Box 6)	

SEE ATTACHED SIGNATURE PAGE

Signature(s) of Debtor(s)

Signature(s) of Debtor(s)

Type Name of Individual or Business

SEE ATTACHED SIGNATURE PAGE

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

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

Type Name of Individual or Business

**SIGNATURE PAGE  
TO UCC-1 FINANCING STATEMENT**

This Signature Page is attached to and incorporated into the UCC-1 Financing Statement naming **The Habshey Family Limited Partnership**, as Debtor and **BancorpSouth Bank** as Secured Party. Signatures:

**Debtor:**

**The Habshey Family Limited Partnership**

**By: Magna Managment, Inc.,  
Its: Sole General Partner**

**By:** Ana Graciela E. Montalvo  
**Name:** Ana Graciela E. Montalvo  
**Title:** President

**Secured Party:**

**BancorpSouth Bank**

**By:** [Signature]  
**Printed Name:** Gregg Reiber  
**Title:** A.U.P.

## **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 building materials, 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, but not limited to, tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including, but not limited to, ice boxes, refrigerators, ranges, dishwashers, disposals, hoods, 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.

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**

### **Parcel I:**

Commence at the NW corner of the SE 1/4 of the NW 1/4 of Section 15, Township 20 South, Range 3 West; thence South 04 deg. 50 min. 46 sec. West for a distance of 1,192.54 feet; thence 3 deg. 18 min. 32 sec. to the right for a distance of 85.44 feet measured (85.50 feet map) to the Point of Beginning; thence 89 deg. 53 min. 26 sec. to the left for a distance of 59.97 feet measured (60.00 feet map); thence 89 deg. 31 min. 46 sec. to the right for a distance of 23.16 feet; thence 1 deg. 50 min. 14 sec. to the right for a distance of 6.88 feet measured (6.75 feet map); thence 88 deg. 35 min. 04 sec. to the right for a distance of 59.99 feet measured (60 feet map); thence 89 deg. 56 min. 23 sec. to the right for a distance of 30.09 feet to the Point of Beginning.

Also, Lots 1, 2, 3, and 4, in Block 14, according to Joseph Squire's map of Helena, as recorded in Map Book 3, page 212, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Also, Lots 5, 6, 7, 8, 9, 10, and 11, in Block 14, according to map of Town of Helena, Alabama, drawn by Joseph Squire as recorded in Map Book 3, Page 121, in the Probate Office of Shelby County, Alabama, more particularly described as follows: Commencing at the NE corner of SW 1/4 of NW 1/4 of Section 15, Township 20 South, Range 3 West, and run south along east boundary line of said SW 1/4 of NW 1/4 of said Section 15 a distance of 1,323.9 feet; thence run North 88 deg. 32 min. East 47 feet to East side of Main Street in Town of Helena; thence run South 1 deg. 28 min. East 58.6 feet to the point of beginning of lands herein described; thence continue South 1 deg. 28 min. East 175 feet; thence run North 88 deg. 32 min. East 45 feet; thence run North 1 deg. 28 min. West 175 feet; thence run South 88 deg. 32 min. West 45 feet to the point of beginning.

### **Parcel II:**

Lots 1 and 2, Except North 5 feet thereof, in Block 1, according to the Inez B. Jones Subdivision, as recorded in Amended Map Book 7, Page 49, in the Probate Office of Jefferson County, Alabama; being situated in Jefferson County, Alabama.



**Parcel III:**

**OLD DEPOT:**

Commence at the SW corner of Lot 1 of Old Town Helena as recorded in Map Book 22 Page 26, in Shelby County, Alabama; thence North 3 deg. 18 min. 44 sec. West along the westerly boundary line of Lots 1-8 of said Old Town Helena, a distance of 227.17 feet; thence South 86 deg. 41 min. 16 sec. West a distance of 12 feet to a point, said point being the SW corner of Lot 9 of said Old Town Helena; thence South 69 deg. 33 min. 59 sec. West a distance of 278.32 feet to the Point of Beginning; thence South 5 deg. 40 min. 17 sec. West and run a distance of 99.29 feet to the North right of way of Lake Davidson Lake (50 foot ROW); thence North 84 deg. 19 min. 43 sec. West and along said right of way, run a distance of 90.0 feet; thence North 5 deg. 40 min. 17 sec. East and leaving said right of way, run a distance of 99.29 feet; thence South 84 deg. 19 min. 43 sec. East and run a distance of 90.00 feet to the Point of Beginning.

**NEW DEPOT:**

Commence at the SW corner of Lot 1 of Old Town Helena as recorded in Map Book 22 Page 26, in Shelby County, Alabama; thence North 3 deg. 18 min. 44 sec. West along the Westerly boundary line of Lots 1-8 of said Old Town Helena a distance of 222.17 feet; thence South 86 deg. 41 min. 16 sec. West a distance of 12 feet to a point, said point being the SW corner of Lot 9 of said Old Town Helena; thence South 69 deg. 33 min. 59 sec. West a distance of 278.32 feet; thence North 84 deg. 19 min. 43 sec. West and run a distance of 90.0 feet to the Point of Beginning; thence South 5 deg. 40 min. 17 sec. West and run a distance of 99.29 feet to the north right of way of Lake Davidson Lane (50 foot ROW); thence North 84 deg. 19 min. 43 sec. West and along said right of way and run a distance of 49.76 feet to a point of a curve to right having a central angle of 92 deg. 44 min. 39 sec. a radius of 25 feet and subtended by a chord which bears North 37 deg. 57 min. 23 sec. West a chord distance of 36.19 feet; thence along the arc of said curve run a distance of 40.97 feet to the end of said curve and a point lying on the easterly right of way of Alabama Highway # 261 (80 foot ROW); thence North 7 deg. 34 min. 34 sec. East and along said right of way run a distance of 73.13 feet; thence South 84 deg. 19 min. 43 sec. East and leaving said right of way run a distance of 72.30 feet to the Point of Beginning.

Old Depot and New Depot being situated in the SE 1/4 of the NW 1/4 of Section 15, Township 20 South, Range 3 West, Shelby County, Alabama.

Inst # 2002-00817

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SHELBY COUNTY JUDGE OF PROBATE  
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