

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Karren Underwood 205-250-8400
B. SEND ACKNOWLEDGMENT TO: (Name and Address)  Najjar Denaburg, P.C. 2125 Morris Avenue Birmingham, Alabama 35203

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME KenCar Development, Inc.				
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS P.O. Box 1010		CITY Alabaster	STATE AL	POSTAL CODE 35007
1d. TAX ID #: SSN OR EIN		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION Alabama
				1g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. TAX ID #: SSN OR EIN		ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION
				2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Bank of Alabama				
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 2340 Woodcrest Place		CITY Birmingham	STATE AL	POSTAL CODE 35209
			COUNTRY USA	

4. This FINANCING STATEMENT covers the following collateral:

The property described on Schedule "I" which is attached hereto and made a part hereof as if set out fully herein.

5. ALTERNATIVE DESIGNATION (if applicable):	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum	<input type="checkbox"/> (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] (optional)	<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2	
8. OPTIONAL FILER REFERENCE DATA						

SCHEDULE "I"  
TO  
FINANCING STATEMENT (UCC-1)

Debtor/Mortgagor: KenCar Development, Inc.

Secured Party/Mortgagee: Bank of Alabama

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The following (hereinafter "Mortgaged Property"):

- a) The Land situated in Shelby County, Alabama and described on Exhibit "A" attached hereto and incorporated herein by this reference;
- b) Together with all buildings, equipment, machinery, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, buildings, materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Mortgagor and used or intended to be used in connection with or with the operation of the Mortgaged Property, and the buildings, structures or other improvements located thereon, including all extensions, additions, improvements, betterments, renewals, substitutions, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the Land or not and whether in storage or otherwise wheresoever the same may be located;
- c) Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, licenses, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Mortgaged Property, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Mortgagor of, in and to the same, including but not limited to: i) all rents, royalties, profits, issues and revenues of the Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created; and ii) all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Mortgaged Property or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Property or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. Mortgagee is hereby authorized on behalf of and in the name of Mortgagor to execute and deliver valid acquittance for, and appeal from, any such judgments or awards. Mortgagee may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorney's fees, on any of the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released;
- d) Together with all contract and contract rights now existing or hereafter arising which are related to the operation of the property described in Exhibit "A", reserving to Borrower, however, as long as Borrower is not in default, the right to receive the benefits of such contracts and said contract rights.
- e) Together with all leases, written or oral, and all agreements for use or occupancy of any portion of the Mortgaged Property with respect to which the Mortgagor is the lessor, 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 Mortgaged Property (all such leases,

subleases, agreements and tenancies heretofore mentioned, being hereinafter collectively referred to as the "Leases");

f) Together with any and all guaranties of the lessees' and any sublessees' performance under any of the Leases;

g) Together with 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 the Mortgagor 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 Mortgaged Property 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 Mortgaged Property, together with any and all rights and claims of any kind that the Mortgagor may have against any such lessee under the Leases or against any subtenants or occupants of the Mortgaged Property (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, the Mortgagor shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof);

h) Together with any award, dividend or other payment made hereafter to the Mortgagor 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. Mortgagor hereby appoints the Mortgagee as the Mortgagor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend, or other payment;

i) Together with any awards hereafter made for any taking of or injury to said Mortgaged Property through eminent domain or otherwise, including awards or damages for change of grade, and also any return premiums or other payments upon any insurance at any time provided for the benefits of Mortgagee, all of which awards, damages, premiums, and payments are hereby assigned to Mortgagee and may be at any time collected by it; and

j) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described above, including, but not limited to, all insurance, contract and tort proceeds and claims.



## Parcel I

A parcel of land located in the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 14, Township 21 South, Range 3 West, City of Alabaster, Shelby County, Alabama, and being more particularly described as follows: Commence at the Southeast corner of said  $\frac{1}{4}$  -  $\frac{1}{4}$  Section; thence North 0 degrees 00 minutes 00 seconds West along the East line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section a distance of 280.00 feet to the POINT OF BEGINNING; thence continue along last described course a distance of 243.28 feet; thence North 87 degrees 01 minute 53 seconds West, a distance of 278.22 feet; thence North 86 degrees 43 minutes 42 seconds West a distance 353.38 feet to a point on the Easterly right-of-way line of Alabama Highway No. 119 (80 foot R.O.W.); thence South 1 degree 57 minutes 40 seconds East along said right of way a distance of 4.61 feet to a curve to the left having a radius of 2846.97 feet, a central angle of 2 degrees 02 minutes 03 seconds, and a chord distance of 101.07 feet along a bearing of South 2 degrees 58 minutes 42 seconds East; thence along the arc of said curve and right of way line a distance of 101.08 feet to a curve to the right having a radius of 40.00 feet, a central angle of 97 degrees 16 minutes 01 second, and a chord distance of 60.04 feet along a bearing of North 44 degrees 38 minutes 17 seconds East; thence along the arc of said curve leaving said right of way a distance of 67.91 feet; thence South 86 degrees 43 minutes 42 seconds East a distance of 197.91 feet; thence South 1 degree 10 minutes 46 seconds East a distance of 182.85 feet; thence South 86 degrees 51 minutes 40 seconds East a distance of 382.28 feet to the POINT OF BEGINNING.

Also an easement for ingress, egress, and utilities described as follows: Commence at the Southeast corner of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section; thence North 0 degree 00 minute 00 second West along the East line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  Section a distance of 280.00 feet; thence continue along last described course a distance of 243.28 feet; thence North 87 degrees 01 minutes 53 seconds West a distance of 278.22 feet; thence North 86 degrees 40 feet 42 seconds West a distance of 353.38 feet to a point on the Easterly right of way line of Alabama Highway No. 119 (80 feet R.O.W.); thence South 1 degree 57 minutes 40 seconds East along said right of way a distance of 4.61 feet to a curve to the left having a radius of 2846.97 feet, a central angle of 1 degree 07 minutes 15 seconds, and a chord distance of 55.69 feet along a bearing of South 2 degrees 31 minutes 18 seconds East; thence along the arc of said curve and right of way line a distance of 55.69 feet to the POINT OF BEGINNING of said easement and

a curve to the left having a radius of 2846.79 feet, a central angle of 0 degree 54 minutes 48 seconds and a chord distance of 45.38 feet along a bearing of South 3 degrees 32 minutes 20 seconds; thence along the arc of said curve 45.38 feet to a curve to the right having a radius of 40.00 feet a central angle of 97 degrees 16 minutes 01 second, and a chord distance of 60.04 feet along a bearing of North 44 degrees 38 minutes 17 seconds East; thence along the arc of said curve leaving said right of way a distance of 67.91 feet; thence North 86 degrees 43 minutes 42 seconds West a distance of 45.06 feet to the POINT OF BEGINNING.

## Parcel II

A parcel of land situated in the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 14, Township 21 South, Range 3 West, City of Alabaster, Shelby County, Alabama, and being more particularly described as follows:

Commence at the SW corner of above said  $\frac{1}{4}$  -  $\frac{1}{4}$ , said point being the POINT OF BEGINNING; thence South 88 degrees 16 minutes 56 seconds East a distance of 262.63 feet; thence South 01 degree 45 minutes 28 seconds West, a distance of 263.06 feet; thence South 88 degrees 30 minutes 12 seconds East, a distance of 357.73 feet; thence North 01 degrees 34 minutes 52 seconds West, a distance of 262.50 feet; thence South 88 degrees 29 minutes 55 seconds East, a distance of 240.80 feet; thence North 08 degrees 38 minutes 46 seconds West, a distance of 393.93 feet; thence North 00 degree 00 minute 00 seconds East, a distance of 286.56 feet; thence North 87 degrees 37 minutes 39 seconds West, a distance of 120.83 feet; thence North 87 degrees 36 minutes 22 seconds a distance of 168.00 feet (Measured & Map); thence North 87 degrees 32 minutes 49 seconds West a distance of 498.92 feet (measured) 499.39 feet (deed); thence South 00 degree 16 minutes 27 seconds East a distance of 162.66 feet; thence South 00 degree 00 minute 00 second West a distance of 243.28 feet (measured and deed); thence South 00 degree 00 minute 56 seconds West, a distance of 279.41 feet (Measured) 280.00 feet (deed) to the POINT OF BEGINNING.