

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY



20030421000240550 Pg 1/5 34.00
Shelby Cnty Judge of Probate, AL
04/21/2003 09:43:00 FILED/CERTIFIED

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Chervis Isom Berkowitz, Lefkovits, Isom & Kushner, P.C. 420 20 th Street North Suite 1600, SouthTrust Tower Birmingham, Alabama 35203-5202

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME – insert only <u>one</u> debtor name (1a or 1b) – do not abbreviate or combine names						
1a. ORGANIZATION'S NAME James T. Johnson & Company, LLC						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 4211 Mountain Top Road			CITY Birmingham	STATE AL	POSTAL CODE 35242	COUNTRY USA
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION limited liability company	1f. JURISDICTION OF ORGANIZATION Alabama	1g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE		
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – insert only <u>one</u> 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	COUNTRY
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 <u>one</u> secured party name (3a or 3b)						
3a. ORGANIZATION'S NAME The Wilson Family, LLC						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 3365 Hermitage Road			CITY Birmingham	STATE AL	POSTAL CODE 35223	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

The collateral is more particularly described in **Exhibit A** attached hereto and made a part hereof. The real estate referred to in Exhibit A is more particularly described in **Exhibit B** attached hereto and made a part hereof.

Mortgage Tax was paid upon the recordation of that certain Mortgage recorded at Instrument No. 20030404000201860 on April 4, 2003.

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 checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [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
To be filed with [FILING OFFICE]
Office of the Judge of Probate of Shelby County, Alabama

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

OR	9a. ORGANIZATION'S NAME James T. Johnson & Company, LLC		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS

THE ABOVE SPACE IS FOR FILING OFFICE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (11a or 11b) - do not abbreviate or combine names

OR	11a. ORGANIZATION'S NAME				
	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE	

12. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR'S S/P'S NAME - Insert only one secured party name (12a or 12b)

OR	12a. ORGANIZATION'S NAME				
	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as -extracted collateral, or is filed as a fixture filing.

14. Description of real estate:

See Exhibit A and Exhibit B attached hereto.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record investment)

16. Additional collateral description.

17. Check only if applicable and check only one box.
Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.
 Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction - effective 30 years
 Filed in connection with a Public-Finance Transaction - effective 30 years

Exhibit A
To UCC-1 Financing Statement between
James T. Johnson & Company, LLC, as Debtor and
The Wilson Family, LLC, as Secured Party

This Financing Statement covers the following described land, real estate, buildings, improvements, and fixtures owned by the Debtor (hereinafter sometimes referred to as the "Mortgaged Property"), to-wit:

All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the land described in the attached Exhibit B, 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 our in connection with the construction, use, operation or enjoyment of the Mortgaged 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 Mortgaged Property as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Financing Statement;

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, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor;

TOGETHER WITH all leases, undertakings to lease, contracts to rent, usufructs and other agreements for use, occupancy or possession now or hereafter in force with respect to the Property or any part or parcel of the Property or any of the Improvements, and any and all other agreements, contracts, licenses, permits and arrangements now or hereafter affecting the Property or any part or parcel of the Property or any of the Improvements, whether written or oral and whether now or hereafter made or executed and delivered (hereinafter collectively called the "Leases") and all rents, issues, income, revenues and profits now or hereafter accruing from, and all those accounts specifically described in the Loan Documents (as such term is hereinafter defined) and contract rights now or hereafter arising in connection with, the Property or any part or parcel of the Property or any of the Improvements, including without limitation all rents, issues, income, revenues and profits accruing from, and all accounts and contract rights arising in

connection with, the Leases, together with all monies and proceeds now or hereafter due or payable with respect thereto or on account thereof, and all security deposits, damage deposits and other funds paid by any lessee, sublessee, tenant, subtenant, licensee, permittee or other obligee under any of the Leases, whether paid in a lump sum or installments (all of which are hereinafter collectively called the "Rents");

TOGETHER WITH all judgments, awards of damages and settle-meanest 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 or streets;

TOGETHER WITH all unexpired warranties and guarantees covering the buildings, structures, fixtures and improvements of every nature whatsoever now or hereafter situated on the Mortgaged Property;

TOGETHER WITH all insurance policies now or hereafter in effect relating to the Mortgaged Property; and together with all right, title and interest of Debtor in and to each and every such policy, and all proceeds thereof, including any premiums paid and rights to returned premiums; and

TOGETHER WITH all funds held in any escrow account to cover taxes and insurance with respect to said property and all right, title and interest in and to any prepaid items, including, without limitation, insurance premiums paid with respect to said property together with the right to the insurance proceeds.

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto the Secured Party, its successors and assigns forever.

Exhibit B
to UCC-1 Financing Statement between
James T. Johnson & Company, LLC, as Debtor and
The Wilson Family, LLC, as Secured Party

A parcel of land in the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 17, Township 19 South, Range 1 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Northwest corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 17, Township 19 South, Range 1 West; and run thence South along the West boundary of said $\frac{1}{4}$ $\frac{1}{4}$ Section 200 feet; thence turn an angle of 90 deg. to the left and run thence East and parallel with the North boundary of said $\frac{1}{4}$ $\frac{1}{4}$ Section to a point on the East boundary of a roadway (which said roadway is designated as "50 foot reservation" in deed to Henry P. Seifert as recorded in the Probate Office of Shelby County, Alabama in Deed Book 120 page 479), which said point is marked by an iron pin: which point is the point of beginning; thence continue Easterly and parallel with the North boundary of said $\frac{1}{4}$ $\frac{1}{4}$ Section, and in the same direction, 300 feet to a point; thence turn an angle of 131 deg. 59 min. to the right and run Southwesterly 292.17 feet to the East boundary of said roadway; thence Northerly along the East boundary of said roadway to the point of beginning; being situated in Shelby County, Alabama.