

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, AL 35203

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					
OR	1b. INDIVIDUAL'S LAST NAME Lumpkin		FIRST NAME Edwin	MIDDLE NAME B.	SUFFIX Jr.
1c. MAILING ADDRESS 100 Metro Parkway		CITY Pelham	STATE AL	POSTAL CODE 35124	COUNTRY USA
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	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 Compass Bank					
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 15 South 20th Street		CITY Birmingham	STATE AL	POSTAL CODE 35233	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

The property described on Schedule "I" 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 [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: Edwin B. Lumpkin, Jr.

Secured Party/Mortgagee: Compass Bank

+++++

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:

All that part of the North Half of the North Half of the Southeast Quarter of the Southwest Quarter of Section 4, Township 22 South, Range 2 West, Shelby County, Alabama, lying North of Shelby County Road No. 84 and lies in the Southeast Quarter of the Southwest Quarter of Section 4, Township 22 South, Range 2 West, Shelby County, Alabama. Being more particularly described as follows:

Beginning at a 5/8" rebar set at the Northeast corner of the Southeast Quarter of the Southwest Quarter of Section 4, Township 22 South, Range 2 West; thence run South 02 degrees 52 minutes 34 seconds East along the East line of said Southeast Quarter a distance of 54.66 feet, more or less, to a 5/8" rebar set where said East line intersects with the North right-of-way Shelby County Road No. 84; thence run South 80 degrees 23 minutes 37 seconds West along said North right-of-way a distance of 88.11 feet, more or less, to a 5/8" rebar set; thence follow an arc along a curve to the right (having a chord bearing and distance of North 89 degrees 48 minutes 51 seconds West and 405.56 feet, more or less, with a radius of 1225.00 feet, more or less) along said right-of-way a curve length of 407.43 feet, more or less, to a 5/8" rebar set; thence run North 80 degrees 17 minutes 10 seconds West along said right-of-way a distance of 404.64 feet, more or less, to a 5/8" rebar set on the North line of said Southeast Quarter; thence run North 89 degrees 33 minutes 32 seconds East along said North line a distance of 934.04 feet, more or less, to the point of beginning and lies in the Southeast Quarter of the Southwest Quarter of Section 4, Township 22 South, Range 2 West, Shelby County, Alabama.

PARCEL II:

Beginning at a 5/8" rebar set at the Southeast corner of the Northeast Quarter of the Southwest Quarter of Section 4, Township 22 South, Range 2 West; thence run South 89 degrees 33 minutes 32 seconds West along the South line of said Northeast Quarter a distance of 934.04 feet to a 5/8" rebar set at the North right-of-way of County Road 84; thence along the arc of a curve to the left (having a chord bearing and distance of North 82 degrees 23 minutes 38 seconds West, and 210.86 feet with a radius of 1548.95 feet) along said right-of-way a curve length of 211.03 feet to a 5/8" rebar set at the intersection of said North right-of-way and the East right-of-way of L and N Railroad; thence run North 09 degrees 08 minutes 07 seconds West along said East right-of-way a distance of 170.00 feet to a 5/8" rebar set; thence run South 80 degrees 51 minutes 53 seconds West along said East right-of-way a distance of 25.00 feet to a 5/8" rebar set; thence run North 09 degrees 08 minutes 07 seconds West along said East right-of-way a distance of 1168.87 feet to a 5/8" rebar set at the intersection of said East right-of-way and the South right-of-way of Interstate 65; thence run South 54 degrees 10 minutes 44 seconds East along said South right-of-way a distance of 426.27 feet to a 5/8" rebar set; thence run South 85 degrees 08 minutes 34 seconds East along said South right-of-way a distance of 58.31 feet to a 5/8" rebar set;

thence run South 54 degrees 10 minutes 44 seconds East along said South right-of-way a distance of 1179.94 feet to a 5/8" rebar set at the intersection of said South right-of-way and the East line of the Southwest Quarter of said Section 4; thence run South 02 degrees 52 minutes 34 seconds East a distance of 394.15 feet to a 5/8" rebar set; which is the point of beginning and lying in the Northeast Quarter of the Southwest Quarter of Section 4, Township 22 South, Range 2 West, Shelby County, Alabama.

PARCEL III:

Commence at a 5/8" rebar set at the Southeast corner of the Northeast Quarter of the Southwest Quarter of Section 4, Township 22 South, Range 2 West; thence run South 89 degrees 33 minutes 32 seconds West along the South line of said Northeast Quarter a distance of 934.04 feet to a 5/8" rebar set at the North right-of-way of County Road 84; thence along the arc of a curve to the left (having a chord bearing and distance of North 82 degrees 23 minutes 38 seconds West, and 210.86 feet with a radius of 1548.95 feet) along said right-of-way a curve length of 211.03 feet to a 5/8" rebar set at the intersection of said North right-of-way and East right-of-way of L and N Railroad; thence run North 09 degrees 08 minutes 07 seconds West along said East right-of-way a distance of 170.00 feet to a 5/8" rebar set; thence run South 80 degrees 51 minutes 53 seconds West along said East right-of-way a distance of 25.00 feet to a 5/8" rebar set; thence run North 09 degrees 08 minutes 07 seconds West a distance of 456.17 feet to a point at the intersection of said East right-of-way and the North line of the South Half of said Northeast Quarter; thence run South 89 degrees 33 minutes 32 seconds West a distance of 101.16 feet to a 5/8" rebar set at the West right-of-way of L and N Railroad, said point also being the point of beginning; thence continue South 89 degrees 33 minutes 32 seconds West a distance of 21.77 feet to a 5/8" rebar set at the Northwest corner of said South Half; thence run North 02 degrees 52 minutes 34 seconds West along the West line of said Northeast Quarter a distance of 197.43 feet to a 5/8" rebar set at the intersection of said West line and said West right-of-way of L and N Railroad; thence run South 09 degrees 08 minutes 07 seconds East along said West right-of-way a distance of 199.54 feet to a 5/8" rebar set; which is the point of beginning, and lying in the Northeast Quarter of the Southwest Quarter of Section 4, Township 22 South, Range 2 West, Shelby County, Alabama.

Less and except any property in the Northwest Quarter of Section 4, Township 22 South, Range 2 West.

All being situated in Shelby County, Alabama.