

# UNIFORM COMMERCIAL CODE-FINANCING STATEMENT-UCC-1

(USE UCC-1F for FARM PRODUCTS)

**INSTRUCTIONS (Items marked \* are optional):**

1. PLEASE TYPE
2. List exact name of business and, if individual, list LAST name of debtor first
3. Please verify and enter Social Security number for each debtor. Businesses list tax I.D. numbers.
4. Please check debtor type "I" if individual and "C" if commercial (commercial includes sole proprietorship)
5. List complete address to include county code and nine-digit zip code
6. If collateral is fixtures, or will be fixtures when installed, or covers minerals or standing timber, a legal description of real estate and name of record owner or lessor are required.
7. County codes should be included and are listed on the back of form.
8. If space provided for any item(s) is inadequate, the item(s) should be continued on Form UCC-E.
9. Submit completed form in triplicate with appropriate filing fee to Secretary of State UCC Division, P.O. Box 136, Jackson, MS 39206-0136 and/or Chancery Clerk of proper county.

CANCELLED BY AUTHORITY. RECORDED IN BOOK  
 1739 PAGE 430  
 THIS 24th DAY OF June 2003  
 W. E. Davis  
 CHANCERY CLERK

This Financing Statement is presented to the Filing Officer pursuant to the Uniform Commercial Code, UCC-1  
 STATE OF MISSISSIPPI

BOOK 790 PAGE 378

**1. Debtor(s)**

Loeb Bros. Realty, L.P.  
 Debtor (Last Name First)/Business Name  
5264 Poplar Ave.,  
 Mailing Address  
Memphis, TN 38119  
 City State \*County Code Zip  
62-1421686  
 \*Tax ID/SS.# \*Type of Debtor: P C

Debtor (Last Name First)/Business Name  
 Mailing Address  
 City State \*County Code Zip  
 \*Tax ID/SS.# \*Type of Debtor: P C

**2. Secured Party**

Boatmen's Bank of Tennessee  
 Secured (Last Name First)/Business Name  
6060 Poplar Ave.  
 Address  
Memphis, TN 38119  
 City State \*County Code Zip  
 \*Type of Secured: P C  
 \*Tax ID/SS.#

**3. Assignee**

Assignee (Last Name First)/Business Name  
 Address  
 City State \*County Code Zip  
 \*Type of Assignee: P C  
 \*Tax ID/SS.#

**4. This Financing Statement covers the following types (or items) of property:**

All furniture, furnishings, machinery, equipment and fixtures, accounts, accounts receivable, inventory and other personal property as described on Exhibit "B" attached hereto. The collateral includes fixtures located on the real property described on Exhibit "A" attached hereto. This financing statement is to be filed in the personal and real property records.

RECORDED IN REAL ESTATE TRUST DEED BOOK 790 PAGE 378

RECEIVED & FILED  
 W.E. DAVIS  
 CHANCERY CLERK  
 OCT 23 4 04 PM '95  
 187-10-95  
 DESOTO COUNTY  
 HERNANDO, MISS.

FOR FILING OFFICE USE ONLY

Debtor #  
 Secasn #

**5. Check  if this statement is filed without the Debtor's signature to perfect a security interest in collateral:**

- already subject to a security interest in another jurisdiction when it was brought into this state or when Debtor's location was changed to this state.
- which is proceeds if the security interest in the original collateral was perfected.
- where the original filing has lapsed.
- acquired after a change of name, identity, or corporate structure of the Debtor.
- if lien to secure payment of royalty proceeds (effective 1 year).

attempted  
 CANCELLED BY AUTHORITY, RECORDED IN BOOK  
 1683 PAGE 447  
 THIS 26 DAY OF March 2003  
 W. E. Davis  
 CHANCERY CLERK

**6. Check  if covered:  Products of collateral.**

**7. Number of additional sheets attached:**

**8. Financing Statement is filed with:** DeSoto County Chancery Clerk - Real Property Records

See attached Exhibit "C" for signature block Boatmen's Bank of Tennessee

[Signature]  
 Debtor(s)  
[Signature]  
 Signature(s) of Secured Party(ies)  
 (required only when filed without Debtor signature)

b) Filing Officer Copy

UCC-1 Approved for Use by The Secretary of State of Mississippi 11/01/86

Nations Bank of Am. N.A.  
 ASSIGNMENT OF THIS INSTRUMENT RECORDED IN  
Real estate TID BOOK  
 NO. 937 PAGE 657  
 THIS THE 29 DAY OF Sept, 19 97  
W. E. Davis  
 CHANCERY CLERK

by B Cleveland

First Am Bank Natl Assoc  
 ASSIGNMENT OF THIS INSTRUMENT RECORDED IN  
Real estate TID BOOK  
 NO. 937 PAGE 658  
 THIS THE 29 DAY OF Sept, 19 97  
W. E. Davis  
 CHANCERY CLERK

by B Cleveland

Part of the Commercial 9.1166 acres shown on Section "B" Revised, Greenbrook Subdivision in Plat book 8, Page 51, in the office of the Chancery Clerk of DeSoto County, Mississippi, being part of Section 19, Township 1 South, Range 7 West, DeSoto County, Mississippi, more particularly described as beginning at a point in the South line of Stateline Road at the northeast corner of a 4.57 acre church site as shown on the Plan of Section "B", Greenbrook Subdivision, said point being 397.59 feet East of the East line of Greenbrook Parkways; thence East along the South line of Stateline Road 125 feet to a point; thence South at an interior angle of 90 degrees 200 feet to a point; thence West at an interior angle of 90 degrees 125 feet to a point in the East line of said church site; thence North at an interior angle of 90 degrees and along the East line of said church site 200 feet to the point of beginning, as set out in Warranty Deed Book 98, Page 616 in the Chancery Clerk's Office of DeSoto County, Mississippi, being the same property conveyed to Grantor by Deed filed for record in Deed Book 116, Page 245, Office of the Chancery Clerk of DeSoto County, Mississippi.

(a) All heating, plumbing, lighting, water heating, incinerating, ventilating and air conditioning equipment, swimming pool equipment, shades, awnings, blinds, drapes and draperies, linoleum, rugs and carpeting, all furniture, furnishings, machinery, equipment, and fixtures (whether or not so attached to the realty as to become a part thereof) and all other tangible personal property of every kind and character owned by Trustor (Debtor) now or at any time hereafter located in or on the buildings and improvements on the property described in Exhibit "A" attached hereto, together with all substitutions, additions, and accessions to any and all of the foregoing, and exchanges and replacements of any and all of the foregoing;

(b) All building materials owned by Trust (Debtor) now or hereafter located on said real property, prior to incorporation of said building materials in the improvements on said real property;

(c) All plans and specifications owned by Trustor (Debtor) related to the property and any and all improvements now existing or hereafter to be constructed on the property;

(d) All rents, incomes, profits, revenues, royalties, bonuses, rights, accounts, accounts receivable, contract rights general intangibles, and benefits whether arising under any and all leases or tenancies now existing or hereafter created of the real property described in Exhibit "A," or otherwise;

(e) All leases and subleases covering the property described in Exhibit "A" or any portion thereof now or hereafter existing or entered into, and all rights and interests thereunder, including without limitation, all cash or security deposits, advance rentals, guarantees and deposits or similar nature;

(f) All judgments, awards of damages, and settlements hereafter made to Trustor (Debtor) as a result of or in lieu of any taking of said real property and improvements, or any part thereof or interest therein under the power of eminent domain, or for any damage (whether cause by such taking or otherwise) to said real property or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets;

(g) All proceeds of hazard or other insurance policies payable to Trustor (Debtor) maintained with respect to any collateral described in subparagraphs (a) and (b) above or with respect to the improvements now or hereafter located on said real property (whether or not Boatmen's Bank of Tennessee is loss payee thereof); and

(h) All proceeds of any and all of the foregoing collateral. Although proceeds are covered, Boatmen's Bank of Tennessee does not authorize the sale or other transfer of any of the collateral or the transfer of any interest in the collateral.

LOEB BROS. REALTY, L.P.,  
a Tennessee Limited Partnership

By: Loeb Realty Co., Inc., General Partner

By: *William Loeb*

Title: *Sec/Treas*