

THIS FINANCING STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE

1. Debtor(s) (Last Name First) and address(es)

Thrasher/Hughins Properties
520 9th Street North
Birmingham, Alabama 35203

2. Secured Party (ies) and address(es)

First Commercial Bank
2000 SouthBridge Parkway
P.O. Box 11746
Birmingham, Alabama 35202

3. Filing Officer (Date, Time, No., and Filing Office)

90 DEC 13 PM 4:17

027063

4. ☐ Debtor is a utility.

5. This financing statement covers the following types (or items) of property:

See Attachment 1

Add security to Mtg 322-136

1000 + 300 + 200 = 1500

Complete only when filing with the Judge of Probate:

6. The initial indebtedness secured by this financing statement is \$

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$

7. ☐ 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)

8. Check X if covered: ☐ Products of Collateral are also covered.

No. of additional sheets presented

9. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state.

☐ already subject to a security interest in another jurisdiction when debtor's location changed to this state.

☐ which is proceeds of the original collateral described above in which a security interest is perfected

☐ acquired after a change of name, identity or corporate structure of debtor

☐ as to which the filing has lapsed or been defeated

Filed with: Judge of Probate

Thrasher/Hughins Properties

By: *A. C. Thrasher*
Signature(s) of Debtor(s)

First Commercial Bank

By: *W. M. E. Ely*
Signature(s) of Secured Party (ies)

(Required only if filed without debtor's Signature—see Box 9)

(1) FILING OFFICER COPY-ALPHABETICAL

(A) All present and future structural improvements, including but not limited to all apparatus, systems, sewage lines and equipment, appurtenances and fixtures of any kind on the real property described in the attached Exhibit A (the "Land"), whether now owned or hereafter acquired by Borrower, including but not limited to all apparatus, equipment and appliances used in connection with the operation or occupancy of the Land, such as heating and air-conditioning systems and facilities used to provide any utility services (including sewage services), refrigeration, ventilation, laundry, drying, dishwashing, garbage disposal, recreation or other services on the Land, including without limitation all swimming pools, tennis courts, and related facilities, and all window coverings, and pumping stations and other equipment used in connection with the existing septic system and any sewage line to be constructed on the property, it being intended and agreed that all such items will be conclusively considered to be a part of the real property conveyed by this Deed to Secure Debt, whether or not attached or affixed to the property (the "Improvements").

(B) All appurtenances of the Land and all rights of the Borrower in and to any streets, roads or public places, easements or rights of way, adjoining or relating to the Land, including but not limited to all rights of the Borrower to any septic system, sewer line, agreements, permits, easements, equipment, licenses, resolutions, and related rights pertaining to any sewer and septic system constructed on the property.

(C) All of the rents, royalties, profits and income of the Land, and all rights of the Borrower under all present and future leases affecting the Land, including but not limited to any security deposits.

(D) All awards, proceeds and claims arising on account of the exercise of eminent domain or any damage to or taking of the Land or any Improvements thereon or any part thereof, and all causes of action and recoveries for any loss or diminution in the value of the Land or any Improvements.

(E) All building materials, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by the Borrower for the purpose of being used or useful in connection with the Improvements located or to be located on the property, whether such materials, equipment, fixtures and fittings are actually located on or adjacent to the Land or not, and whether in storage or otherwise, wheresoever the same may be located. Property herein conveyed and mortgaged shall include, but 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, sewer lines and pumping stations and fixtures and equipment, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, furniture, ranges, refrigerators, dishwashers, disposals, and in general all building materials and equipment of every kind and character used or useful in connection with said Improvements.

(F) All general intangibles relating to the development of the Land, including but not limited to all governmental permits relating to construction on the property, all names under or by which the Land or any Improvements on the property may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all trademarks and good will in any way relating to the Land.

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 Date 10/09/90
 Time 12:21 PM
 File # 1000
 Page 13.00
 Form 13.00

T17381

EXHIBIT A

PARCEL NO. 1

Commence at the Southeast corner of Section 5, Township 20 South, Range 1 West; thence run North along the East line of said section, a distance of 200.00 feet; thence turn an angle of 89 degrees 40 minutes to the left and run a distance of 139.81 feet to the West right of way line of a County Highway, and the point of beginning; thence continue in the same direction a distance of 485.86 feet; thence turn an angle of 89 degrees 40 minutes to the right and run a distance of 155.22 feet; thence turn an angle of 90 degrees 20 minutes to the right and run a distance of 594.86 feet to the West right of way line of said highway; thence turn an angle of 125 degrees 10 minutes to the right and run along said right of way line a distance of 161.68 feet; thence turn an angle of 2 degrees 16 minutes to the left and run along said right of way line, a distance of 27.45 feet to the point of beginning. Situated in the SE 1/4 of the SE 1/4 of Section 5, Township 20 South, Range 1 West, Shelby County, Alabama.

PARCEL NO. 2

Commence at the Southeast corner of Section 5, Township 20 South, Range 1 West; thence run West along the South line of said section, a distance of 225.67 feet to the West right of way line of a County Highway, and the point of beginning; thence continue West along the South line of said section a distance of 400.00 feet; thence turn an angle of 89 degrees 40 minutes to the right and run a distance of 200.00 feet; thence turn an angle of 90 degrees 20 minutes to the right and run a distance of 485.86 feet to the West right of way line of said County Highway; thence turn an angle of 117 degrees 38 minutes to the right and run along the arc of a right of way curve (whose Delta Angle is 9 degrees 22 minutes to the left, tangent distance is 108.60 feet, radius is 1326.44 feet, length of arc is 216.85 feet) to the point of beginning. Situated in the SE 1/4 of SE 1/4 of Section 5, Township 20 South, Range 1 West, Shelby County, Alabama.

Executed for Identification Purposes:

THRASHER/HUGHINS PROPERTIES

BY: 

Its _____

JUDGE OF PROBATE

90 DEC 13 PM 4:17

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED