☐ The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional Sheets Presented:	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
Return copy or recorded original to:	<u></u>	THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office
AmSouth Bank N.A. P.O. Box 11426 Birmingham, AL 3520 Attn: Corporate Trus Miller Strothe	st Administration	
Pre-paid Acct. #	(I not blome Circle if a Boroca)	A Section 1997 Annual Control of the
2. Name and Address of Debtor	(Last Name First if a Person)	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
Harold P. Leador P.O. Box 400 Industrial Park Helena, AL 35080		853 FOR PROBATE
Social Security/Tax ID #	(Last Name First if a Person)	
Social Security/Tax ID #		
Additional debtors on attached UCC-E	<u> </u>	
3. SECURED PARTY) (Last Name First if a Person)		4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)
The Industrial Development Board of the Town of Alabaster City Hall Alabaster, AL 35007 Social Security/Tax ID #		AmSouth Bank N.A., as Trustee P.O. Box 11426 Birmingham, AL 35202 Attn: Corporate Trust Administration
☐ Additional secured parties on attached UCC-E		
5. The Financing Statement Covers the Following Type	s (or items) of Property:	
See Schedule I atta made a part hereof.		5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filling:
		200
		<del></del>
Check X if covered: Products of Collateral are a	Iso covered. 17.0-c	+1.00=18.00
6. This statement is filed without the debtor's signature (check X, if so)		7. Complete only when filing with the Judge of Probate:  The initial indebtedness secured by this financing statement is \$
already subject to a security interest in another juris		Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$
<ul> <li>already subject to a security interest in another juris to this state.</li> <li>which is proceeds of the original collateral describe</li> </ul>		8.  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)
perfected.  acquired after a change of name, identity or corporate as to which the filing has lapsed.	ate structure of debtor	Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature — see Box 6)
		Am South Bank N.A.
Signature(s) of Debtor(s)		Signature(s) of Secured Party(ies) or Assignee
Signature(s) of Debtor(s)		Miller Strother Corp. Trust Officer
Type Name of Individual or Business		Type Name of Individual or Business
	IG OFFICER COPY — ACKNOWLEDGEMENT COPY SECOND PARTY(S)	(5) FILE COPY DEBTOR(S)  STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1 Approved by The Secretary of State of Alabama

#### SCHEDULE I

All right, title and interest of the Debtor in and to the goods now or hereafter owned by the Secured Party and leased to the Debtor pursuant to that certain Lease Agreement dated October 1, 1985 (the "Lease Agreement"), including without limitation (i) the goods described in Exhibit A attached hereto and (ii) all substitutions and replacements for such goods and the proceeds thereof.

Pursuant to a Trust Indenture dated October 1, 1985 (the "Indenture") between the Secured Party and the Assignee, the Secured Party's rights under the Lease Agreement have been assigned to the Assignee, as trustee, and the goods covered by this financing statement have been mortgaged to the Assignee, as trustee, as security for the payment of the revenue bonds issued by the Secured Party pursuant to the Indenture.

The goods covered by this financing statement are or may become fixtures on the real estate described in Exhibit B attached hereto. This financing statement is to be cross-indexed in the real estate mortgage records.

This financing statement is filed as a precautionary measure only and neither the execution nor the filing hereof shall constitute an admission that such filing is either required or proper.

### EXHIBIT A

# Description of Equipment

- Small Starlinger Looms Starlinger Pelletizer Starlinger Sack Line Chinese Four Shuttle Loom

#### EXHIBIT B

#### Description of Project Site

The following described real estate situated in the southwest quarter of Section 2, Township 21 South, Range 3 West, Shelby County, Alabama:

## Parcel 1

Commence at the NW corner of South 1/2 of NE1/4 of SW1/4 Section 2, Township 21 South, Range 3 West, Shelby County, Alabama; thence continue along the west line of said 1/4 1/4 for a distance of 215.82 feet to the point of beginning; thence 79°07'12" to the right and run southwesterly for 157.78 feet; thence 44°03'30" left and run southwesterly for 258.75 feet; thence 22°01'45" left and run southwesterly for 487.70 feet; thence 75°38'00" left and run southeasterly for 245.98 feet; thence 22°46'30" right and run southeasterly for 55.24 feet; thence 19°30'00" right and run southeasterly for 54.10 feet; thence 28°02'15" left and run southeasterly for 144.60 feet; thence 30°35'37" left and run southeasterly for 80.53 feet; thence 58°52'23" left and run northeasterly for 46.87 feet to a point being on the most northerly right of way line of Cotton Street; thence 89°33'30" right and run southeasterly along said right of way for 177.00 feet to the southwest corner of the fire house lot; thence 90°00'00" left and run northeasterly along the most westerly line of said lot for 72.00 feet to the northwest corner of said lot; thence 90°00'00" right and run southeasterly along the most northerly line of said lot for 55.00 feet to the northeast corner of said lot; thence 90°00'00" right and run southwesterly along the most easterly side of said fire house lot for 76.95 feet to the southeast corner of said lot corner also being on the most northerly right of way line of Cotton Street and on a curve having a radius of 164.22 feet and subtending a central angle of 16°00'08"; thence 67°54'05" left to the chord line of said curve for a chord distance of 45.71 feet to the end of said curve (arc length of said curve = 45.87 feet); thence from tangent of said curve continue southeasterly along the most northeasterly right of way of Cotton Street for a distance of 192.38 feet; thence 76°41'58" to the left and run northeasterly for 45.36 feet to a point on the most westerly right of

way of the Louisville & Nashville Railroad; thence 90°00'00" left to tangent of a curve to the right and having a radius of 1960.08 feet and subtending a central angle of 20°28'01"; thence continue northeasterly along the arc of said curve and railroad right of way 700.15 feet to the end of said curve and the beginning of a curve to the right having a radius of 2080.99 feet and subtending a central angle of 7°34'05"; thence continue northeasterly along arc of said curve and railroad right of way for 274.87 feet to the end of said curve; thence at tangent from said curve run northeasterly along the railroad right of way for 30.11 feet; thence 70°53'08" left and run northwesterly for 144.05 feet; thence 90°21'00" left and run southwesterly for 41.70 feet; thence 92°17'30" right and run northwesterly for 129.50 feet; thence 55°23'30" left and run southwesterly for 131.63 feet; thence 84°51'30".right and run northwesterly for 298.39 feet; thence 84°34'00" left and run southwesterly for 102.53 feet to the point of beginning. Area equals 693413.510 sq. ft. or 15.918853 acres.

#### Parcel 2

Commence at the southwest corner of the SW1/4 of the SW1/4 of Section 2, T 21 S, R 3 W and run east along the south line of said 1/4 1/4 section for 980.07 feet; thence 92°07'54" left and run northerly for 488.12 feet to the point of beginning; thence continue northerly along the last stated course for 172.60 feet; thence 42°44'17" left and run northwesterly for 365.00 feet; thence 97°32'15" right and run northeasterly for 190.13 feet; thence 62°23'45" right and run southeasterly for 245.98 feet; thence 22°46'30" right and run southeasterly for 55.24 feet; thence 19°30" right and run southeasterly for 54.10 feet; thence 28°02'15" left and run southeasterly for 144.60 feet; thence 30°35'36" left and run southeasterly for 80.53 feet; thence 121°07'37" right and run southwesterly for 238.18 feet; thence 90°27' left and run southeasterly for 192.00 feet; thence 122°29'35" right and run southwesterly for 201.26 feet; thence 55°01'30" right and run 204.11 feet to the point of beginning and containing 186023.58 S.F. or 4.27 acres.

PROBATE

#### Schedule I

All of the Debtor's right, title and interest in and to the following: (1) all of the Accounts, Inventory and General Intangibles of the Debtor, now existing acquired or created from time to time hereafter, whether in transit or in the constructive, actual or exclusive possession of the Debtor or of the Trustee or held by the Debtor or others for the Trustee's account and wherever the same may be located, including, without limiting the generality of the foregoing, all Inventory which may be located on the premises of the Debtor or upon the premises of any carriers, forwarding agents, warehousemen, vendors, selling agents, processors or other third parties; (2) all goods represented by Accounts, Inventory and General Intangibles; (3) all such goods that may be reclaimed or repossessed from or returned by Purchasers; (4) all of the Debtor's rights as an unpaid vendor or lienor, including stoppage in transit, replevin, detinue and reclamation; (5) any other property of the Debtor now or hereafter held by the Trustee or by others for the Trustee's account; (6) all proceeds and products of, and additions and accessions to, any of the items described in (1) through (5); and (7) all books and records related to any of the items described in (1) through (6).

As used in this agreement the following terms shall have the respective meanings assigned to them as follows: (a) "Accounts" shall mean all Accounts Receivable, Contract Rights, Chattel Paper, Instruments and Documents. "Chattel Paper," "Instruments" and "Documents" shall have the meanings attributed to those terms under the Alabama Uniform Commercial Code. (b) "Account Receivable" shall mean a right to payment for goods sold or leased or for services rendered by the Debtor, whether or not evidenced by an Instrument or Chattel Paper, and shall include a right to payment which has been earned under a Contract Right. (c) "Contract Right" shall mean any right to payment under a contract not yet earned by performance, whether or not evidenced by an Instrument or Chattel Paper. (d) "General Intangibles" shall mean all general intangibles as defined in the Alabama Uniform Commercial Code and all choses in action, causes of action and other intangible personal property of the Debtor of every kind and nature (other than Accounts) including, without limitation, corporate or other business records, inventions, designs, patents, patent applications, trademarks, trade names, trade secrets, good will, copyrights, registrations, licenses, franchises, tax refund claims and any security now or hereafter held by or granted to the

Debtor to secure payment of any of the Accounts. (e) "Inventory" shall mean goods, merchandise and other personal property now or hereafter held by the Debtor for sale or lease or furnished or to be furnished under contracts of service or otherwise, raw materials, parts, finished goods, work-in-process and supplies and materials used or consumed, or to be used or consumed, in the Debtor's present or any future business, and all such property the sale, lease or other disposition of which has given rise to Accounts and which has been returned to or repossessed or stopped in transit by the Debtor. (f) "Purchaser" shall include any buyer or lessee of Inventory from the Debtor, any customer for whom services have been rendered or materials furnished by the Debtor and any other person or organization that is now or may become obligated to the Debtor on an Account.

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