

STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT
FORM UCC-1 ALA.

Important: Read Instructions on Back Before Filling out Form.

99/32-1059

☐ 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.

1. Return copy or recorded original to:
CENTRAL BANK OF THE SOUTH
1560 Montgomery Highway
Hoover, AL. 35226

THIS SPACE FOR USE OF FILING OFFICER
Date, Time, Number & Filing Office

Pre-paid Acct. #

2. Name and Address of Debtor (Last Name First if a Person)
RUSHING CORPORATION
2710 Highway 31 South
Pelham, AL. 35124

Social Security/Tax ID #

2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)

Social Security/Tax ID #

☐ Additional debtors on attached UCC-E

3. SECURED PARTY (Last Name First if a Person)
CENTRAL BANK OF THE SOUTH
1560 Montgomery Highway
Hoover, AL. 35226

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)

5. The Financing Statement Covers the Following Types (or Items) of Property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF AS IF SET FORTH
IN FULL HEREIN FOR THE COMPLETE LEGAL DESCRIPTION OF THE PROPERTY
BEING CONVEYED BY THIS INSTRUMENT.

SEE EXHIBIT "B" ATTACHED HERETO FOR ADDITIONAL TERMS OF THIS
AGREEMENT.

5A. Enter Code(s) From
Back of Form That
Best Describes The
Collateral Covered
By This Filing:

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

6. 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.

7. Complete only when filing with the Judge of Probate:
The initial indebtedness secured by this financing statement is \$ 200,000.00
Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ 300.00

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)

Signature(s) of Secured Party(ies)
(Required only if filed without debtor's Signature — see Box 6)

RUSHING CORPORATION

*BY: Signature(s) of Debtor(s)
Signature(s) of Debtor(s)

CENTRAL BANK OF THE SOUTH

*BY: Signature(s) of Secured Party(ies) or Assignee
Signature(s) of Secured Party(ies) or Assignee

Type Name of Individual or Business

Type Name of Individual or Business

(1) FILING OFFICER COPY — ALPHABETICAL
(2) FILING OFFICER COPY — NUMERICAL
(3) FILING OFFICER COPY — ACKNOWLEDGEMENT
(4) FILE 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

EXHIBIT A

Description of Mortgaged Property

Part of the NW 1/4 of the NE 1/4 of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

From the Southwest Corner of said NW 1/4 of NE 1/4 of Section 12, Township 20 South, Range 3 West, run in an easterly direction along the south line of said 1/4- 1/4 Section for a distance of 627.74 feet; thence turn an angle to the left of 89 degrees 58 minutes 50 seconds and run in a Northerly direction for a distance of 130.10 feet; thence turn an angle to the right of 90 degrees 00 minutes 25 seconds and run in an easterly direction for a distance of 318.04 feet to a point on the westerly right of way line of U.S Hwy. 31; thence turn an angle to the left of 64 degrees 07 minutes 50 seconds and run in a northeasterly direction along said westerly right of way line of U.S. Hwy. 31 for a distance of 39.26 feet to an existing iron pin being the point of beginning; thence continue along last mentioned course and along said right of way line for a distance of 130.0 feet to an existing iron pin; thence turn an angle to the left of 90 degrees 00 minutes 44 seconds and run in a northwesterly direction for a distance of 249.88 feet to an existing iron pin; thence turn an angle to the left of 95 degrees 30 minutes 47 seconds and run in a northwesterly direction for a distance of 207.50 feet; Thence turn an angle to the left of 100 degrees 00 minutes 54 seconds and run in a southeasterly direction for a distance of 104.04 feet to an existing iron pin; Thence turn an angle to the right of 5 degrees 38 minutes 59 seconds and run in a southeasterly direction for a distance of 138.08 feet, more or less, to the point of beginning, continuing 40.001 square feet, more or less.

EXHIBIT "B"

All contracts and contract rights now existing or hereafter arising which are related to the operation of the property described herein, 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.

All buildings, structures, and improvements of every nature whatsoever or hereafter situated on the property described in Exhibit "A", and all fixtures, fittings, building materials, machinery equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the borrower and used or intended to be used in connection with or with the operation of the property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements 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 property described in Exhibit "A" or not and whether in storage or otherwise wheresoever the same be located. All funds, money, certificates, and other property of Borrower held by Secured Party in escrow or otherwise.

All leases and all rents, royalties, profits, issues, proceeds and revenues of the Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Borrower, however, so long as Borrower is not in default hereunder, the right to receive and retain the rents, issues and profits thereof.

Inst # 1992-16151

08/06/1992-16151
11:06 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 315.00