

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

Important: Read Instructions on Back Before Filling out Form.

REORDER FROM
Registré, Inc.
314 PIERCE ST.
P.O. BOX 218
ANOKA, MN. 55303
(612) 421-1713

88077

☐ The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n). No. of Additional Sheets Presented: **3** This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Return copy or recorded original to:
Dawn H. Sharff, Esq.
Walston, Wells, Anderson & Bains, LLP
P.O. Box 830642
Birmingham, AL 35283

Pre-paid Acct. #

2. Name and Address of Debtor (Last Name First if a Person)
R.K.M. 'BAMA, INC.
200 First Avenue North, Suite 204
St. Petersburg, FL 33701

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. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)

AmSouth Bank
13535 Feather Sound Drive, Suite 610
Clearwater, FL 33762

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

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

See Schedule I attached hereto and made a part hereof for a description of the property covered hereby, some of which may be or may become fixtures on the Real Estate described on Exhibit A attached hereto, of which the Debtor is the record owner.

filed as additional security for mortgage recorded of even date on which taxes have been paid

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 \$

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

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)

By: *[Signature]*

Signature(s) of Debtor(s)

Its: *[Signature]*

Signature(s) of Debtor(s)
R.K.M. 'BAMA, INC.

Type Name of Individual or Business

Signature(s) of Secured Party(ies) or Assignee

Signature(s) of Secured Party(ies) or Assignee

Type Name of Individual or Business

Inst # 1997-27816
08/29/1997-27816
03:02 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MEL 18.00

FILED WITH:

Shelby County

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

SCHEDULE I
TO
UCC-1

[R.K.M. 'BAMA, INC.]

A. All of Debtor's present and future estate, rights, title, claim, interest and demand, either in law or in equity, in and to that certain real estate, of which the Debtor is now seized and possessed and in actual possession, situated in the County of Shelby, State of Alabama, which is described in Exhibit A attached hereto and made a part hereof. Hereinafter said real estate, buildings, improvements (including improvements to be made hereafter), and fixtures hereinbelow described and located on said real estate are sometimes collectively referred to as the "Premises".

B. All of Debtor's gas and electrical fixtures, heaters, space heaters, engines and machinery, boilers, ranges, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets and other air conditioning, plumbing and heating fixtures, drapes, mirrors, mantles, refrigerating plants, dishwashers and appurtenances, and all building material and equipment now or hereafter delivered to the Premises and intended to be installed therein; such other goods, furnishings, equipment now or hereafter delivered to the Premises and intended to be installed therein; such other furniture, fixtures, goods, equipment, chattels and personal property as are usually furnished by landlords in the letting of all or any portion of the Premises of the character currently owned by Debtor (or as hereafter improved) and all renewals or replacements thereof or articles in substitution thereof and all of the estate, right, title and interest of the Debtor in and to all property of any nature whatsoever, now or hereafter situated on the Premises or intended to be used in connection with the operation thereof, all of which shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto and all persons claiming by, through or under them and shall be deemed to be a portion of the security for the indebtedness herein mentioned and secured by the mortgage executed by the Debtor in favor of the Secured Party.

C. All and singular the rights, interests and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Premises hereinabove mentioned or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Debtor, including but not limited to, all of Debtor's sewer capacity rights, all other capacity rights, and Debtor's rights under contracts, all building permits, D.O.T. driveway permits, and other permits, agreements, approvals, utility commitments, licenses and all other documents, payments, fees, impact fees, prepaid tap fees, commitment fees, deposits and sums paid affecting the Premises, and all rents, accounts and accounts receivable, profits, issues, revenues of the Premises from time to time accruing, whether under leases or tenancies or other

agreements now existing or hereafter created, including the Collateral Assignment of Leases, Rents and Contract Rights of even date herewith between Debtor and Secured Party (hereinafter the "Assignment"), reserving only the right to the Debtor to collect the same so long as the Debtor is not in default hereunder (subject to the qualification set forth in the Assignment) and so long as the same are not subjected to garnishment levy, attachment or lien. In addition, the Debtor hereby assigns, transfers and conveys to Secured Party, its successors and assigns, all of the Debtor's right, title and interest in, to and under all leases now or hereafter leasing or affecting the Premises or any part hereof.

D. All of the right, title and interest of the Debtor in and to (1) all leases, subleases, residence agreements, tenancies and any other agreements affecting the use of the Premises, whether written or oral, now or hereafter existing with respect to any portion or portions of the Premises, together with any renewals or extensions thereof and leases, subleases, residence agreements, tenancies and such agreements in substitution therefor, including, without limitation, that certain lease agreement by and between Debtor and Walgreen Co., an Illinois corporation (the "Walgreens Lease") (all of which are hereinafter collectively referred to as the "Assigned Leases"), (2) all rents and other payments of every kind due or payable and to become due or payable to the Debtor by virtue of the Assigned Leases, or otherwise due or payable and to become due or payable to the Debtor as the result of any use, possession or occupancy of any portion or portions of the Premises, (3) all right, title and interest of the Debtor in and to all guarantees of the Assigned Leases, (4) any award made in any court proceeding involving any of the lessees in any bankruptcy, insolvency, or reorganization proceedings in any state or federal court, and (5) all contracts, permits, documents, and other personal property related to or affecting the Premises.

E. All present and future profits, income and issues from the Premises and each and every part and parcel thereof, and also all present and future right, title and interest of the Debtor under and by virtue of each and every franchise, trademark, license, permit, approval, contract for deed, reservation agreement, purchase and sale agreement (including, but not limited to Debtor's rights in and to the \$100,000.00 Escrow Proceeds held in accordance with that certain Purchase and Sale Agreement between Debtor and Jody Wolfe dated February 23, 1997, as amended), loan commitment, management agreement, all utility connection rights and fees paid in connection with the Premises, all accounts, accounts receivable, instruments, documents, chattel paper, inventory, furniture, intellectual property, general intangibles, rights to reimbursement under any governmental insurance program, and any other document or contractual right, written or verbal, covering or affecting any part or parcel of the Premises, whether any of such is now or hereafter made, and any and all proceeds, replacements, substitutions, amendments, modifications, extensions or renewals of any of same.

EXHIBIT A**PARCEL 1:**

A parcel of land situated in the Southeast 1/4 of Section 25 and the Northeast 1/4 of Section 36, all in Township 19 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Northeast corner of said Section 36, Township 19 South, Range 3 West; thence run South along the East line of Section 36 a distance of 266.80 feet to a point; thence $117^{\circ}40'00''$ right and run northwesterly a distance of 165.21 feet to a point on the westerly right of way line of U.S. Highway No. 31, and the point of beginning; thence continue on last described course North $62^{\circ}00'00''$ west a distance of 236.92 feet to a point on the southeasterly right of way line of Valleydale Road; thence $120^{\circ}24'00''$ right and run North $58^{\circ}24'00''$ east along southerly right of way line of Valleydale Road a distance of 254.53 feet to a point; thence $73^{\circ}57'50''$ right and run South $47^{\circ}38'11''$ east 29.41 feet to a point on the west right of way line of U.S. Highway 31; thence turn $55^{\circ}03'31''$ right and run South $7^{\circ}25'20''$ west along said right of way line a distance of 226.70 feet to the point of beginning.

PARCEL 2:

A parcel of land situated in the Northeast 1/4 of Section 36, Township 19 south, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of said Section 36; thence run south along the east line of said Section 36 a distance of 266.80 feet, thence turn $117^{\circ}40'00''$ right and run northwesterly 165.21 feet to a point on the westerly right of way line of U.S. Highway #31, said point being the point of beginning of the parcel of land herein described; thence continue along the last described course a distance of 236.92 feet to a point on the southerly right of way line of Valleydale Road; thence turn $58^{\circ}26'34''$ left and run southwesterly along said road right of way for 179.46 feet; thence turn $91^{\circ}07'31''$ left and run southeasterly for 187.95 feet; thence turn $44^{\circ}22'56''$ left and run southeasterly for 45.57 feet; thence turn $45^{\circ}37'04''$ left and run northeasterly for 257.43 feet to a point on the westerly right of way line of U.S. Highway #31; thence turn $51^{\circ}50'47''$ left to the tangent of a curve to the right, said curve having a radius of 1752.68 feet and run northerly along the arc of said curve and said road right of way for 16.26 feet to the point of beginning.

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