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

Important: Read Instructions on Back Before Filling out Form.

7000/

78204		
☐ The Debtor is a transmitting utility	No. of Additional Sheets Presented:	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
as defined in ALA CODE 7-9-105(n). 1. Return copy or recorded original to:	Sheets Presented.	THIS SPACE FOR USE OF FILING OFFICER
James E. Vann, Esquire		Date, Time, Number & Filing Office
Johnston & Conwell, L.L.C	<u>.</u> .	· ·
800 Shades Creek Parkway	•	
Suite 325		
Birmingham, AL 35209	· · · · · · · · · · · · · · · · · · ·	
Pre-paid Acct. #		
Name and Address of Debtor	(Last Name First if a Person)	بر الله جه بد
Peak, Inc.	•	ら の 円 選
15 South 20th Street	•	4 4 ES
Suite 1325		m m t b
Birmingham, AL 35233		1 1 <u>1 (E.</u>
Social Security/Tax ID #	<u> </u>	
2A. Name and Address of Debtor (IF ANY)	(Last Name First if a Person)	m r sg
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		E OU
		hand,
		<u>*</u>
Social Security/Tax ID #		FILED WITH:
☐ Additional debtors on attached UCC-E		Judge of Probate
3. NAME AND ADDRESS OF SECURED PARTY) (Last N	lame First if a Person)	4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)
P.O. Box 11746 Birmingham, AL 35202-174 Social Security/Tax ID #	46 <u>—</u>	
	or items) of Property:	
All of the equipment, fit	xtures, contract ri	ights, general intangibles, and tangible d or hereafter acquired by Debtors, all
additions replacements.	and proceeds there	eof and all other property set forth in
COURDING A attached bere	to located on the	real property described on SA Enter Code(s) From
		Back of Form That Best Describes The
EXHIBIT A attached heret		Collateral Covered By This Filling:
	•	
ADDITIONAL SECURITY FOR MORTGAGE RECORDED AT INSTRUMENT NUMBER:		
Record Owner: Valleydale Village Properties ————————————————————————————————————		
All and the second seco		
Check X if covered: Products of Collateral are also of 6. This statement is filed without the debtor's signature to p		7. Complete only when filing with the Judge of Probate:
(check X, if so)		The initial indebtedness secured by this financing statement is \$
already subject to a security interest in another jurisdict already subject to a security interest in another jurisdict	_	Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$
_ to this state.	•	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
which is proceeds of the original collateral described at perfected.		an interest of record, give name of record owner in Box 5)
 □ acquired after a change of name, identity or corporate s □ as to which the filing has lapsed. 	structure of debtor	Signature(s) of Secured Party(its) (Required onlyst-filed without debtor's Signature – see Box 6)
BY: Walk W.		BY: COMMERCIAL BANK
Signature(s) of Better(s)	·	Signature(s) of Secured Party(ies) or Assignee
Signature(s) of Debtor(s)		Signature(s) of Secured Party(ies) or Assignee
PEAK, INC. Type Name of Individual or Business		FTRST COMMERCIAL BANK Type Name of Individual or Business
Type realing of interfedence of Desiliess		

(1) FILING OFFICER COPY - ALPHABETICAL (2) FILING OFFICER COPY - NUMERICAL (3) FILING OFFICER COPY-ACKNOWLEDGEMENT (4) FILE COPY - SECURED (5) FILE COPY DESTOR(S)

SCHEDULE A

All tangible personal property now or hereafter owned by Debtor and now or at any time hereafter located on or at the real estate described in Exhibit A attached hereto, or used in connection therewith, including, but not limited to: all goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarms systems, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor or outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including ice boxes, refrigerators, fans, heaters, stoves, water heaters and incinerators), inventory, rugs carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, Venetian blinds, curtains, lamps, chandeliers and other lighting fixtures and office maintenance and other supplies; including, but not limited to, all refrigerators, ranges, dishwashers, disposals and hoods.

Together with all rents, issues, profits, royalties or other benefits derived from the real estate described in Exhibit A, and together with all leases or subleases covering any portion of the real estate described in Exhibit A, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature, and together with all additions and accessions thereto and replacements thereof; and together with all proceeds or sums payable in lieu of or as compensation for the loss or damage to any property covered hereby or the real property upon which said property covered hereby is or may be located; all rights in and to all pertinent present and future fire and/or hazard insurance policies; all fixtures; and together with all additions and accessions thereto and replacements thereof.

All fixtures, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and now or hereafter located in, on, or used or intended to be used in connection with or with the construction, operation, or use of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing; all building materials, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by the Debtor for the purpose of being used or useful in connection with the improvements located or to be located on the hereinabove described real estate, whether such materials, equipment, fixtures, and fittings are actually located on or adjacent to said real estate or not, and whether in storage or otherwise, wheresoever the same may be located. Personal property included within the property described in this Schedule A and with respect to which a security interest is granted in connection herewith shall specifically include, 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, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, furniture, and in general all building materials and equipment of every kind and character used or useful in connection with said improvements.

All Debtor's rights in and to the contracts, agreements, and other documents relating to the construction of the improvements on the property described in Exhibit A, including without limitation, construction contracts, drawings and specifications, together with any additions, extensions, revisions, modifications, or guarantees of performance or obligations to Debtor under any of the above.

EXHIBIT A

Commence at the Northeast Corner of the SW ¼ of the NW ¼ of Section 15, Township 19 South, Range 2 West; thence run Westerly along the North line of same, a distance of 26.25 feet to the point of beginning of the property described herein; thence continue along the last named course a distance of 311.75 feet; thence turn left 126° 47' 50" and run Southeasterly a distance of 200.05 feet to the Northwesterly right of way line of Valleydale Road; thence turn left 93° 03' 10" and run Northeasterly along said right of way a distance of 250.0 feet to the point of beginning.

Situated in Shelby County, Alabama.

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