

☒ 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:

LEXIS DOCUMENT SERVICES INC
PO BOX 2969
SPRINGFIELD, IL 62708

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

Inst # 2000-44281
12/20/2000-44281
03:46 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

Pre-paid Acct #

2. Name and Address of Debtor

(Last Name First if a Person)

Wickes Inc.
706 N. Deerpath Drive
VERNON HILLS, IL 60061

Social Security/Tax ID #

2A. Name and Address of Debtor

(IF ANY)

(Last Name First if a Person)

Social Security/Tax ID #

FILED WITH:

AL-Shelby County

☐ Additional debtors on attached UCC-E

4. ASSIGNEE OF SECURED PARTY

(IF ANY)

(Last Name First if a Person)

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

Fleet Retail Finance Inc., as Administrative
Agent
40 Broad Street
BOSTON, MA 02109

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

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

See Rider A attached hereto and incorporated herein by reference.

Inst # 2000-44280

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 \$

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)

Signature(s) of Debtor(s)

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

Signature(s) of Debtor(s)

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

Wickes Inc.

Type Name of Individual or Business

(1) FILING OFFICER COPY - ALPHABETICAL
(2) FILING OFFICER COPY - NUMERICAL

(3) FILING OFFICER COPY - ACKNOWLEDGEMENT
(4) FILE COPY - SECURED

(5) FILE COPY DEBTOR(S)

STANDARD FORM --- UNIFORM COMMERCIAL CODE --- FORM UCC-1
Approved by The Secretary of State of Alabama

Rider A

Debtor Wickes Inc. 706 N. Deerpath Drive Vernon Hills, Illinois 60061 Tax ID # [REDACTED]	Secured Party Fleet Retail Finance Inc., as Administrative Agent 40 Broad Street Boston, Massachusetts 02109 TAX ID # [REDACTED]
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All of the following property of the Debtor, whether now owned or hereafter acquired:

(a) All that certain tract or parcel of land more particularly described in Exhibit A attached hereto and by this reference made a part hereof, together with all right, title and interest of Debtor, including any after-acquired title or reversion, in and to the rights-of-ways, streets, and alleys adjacent thereto, and all easements, rights-of-way, licenses, operating agreements, strips and gores of land, vaults, streets, ways, alleys, passages, sewers, sewer rights, waters, water courses, water rights and powers, oil, gas and other minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the land or under or above same, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating to or appertaining to said tract or parcel of land or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor and the reversion and reversions, remainder and remainders, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Debtor of, in and to the same (hereinafter referred to as the "Land"); and

(b) All buildings, structures, parking areas, landscaping, and other improvements of every nature now or hereafter situated, erected or placed on the Land (hereinafter referred to as the "Improvements"); and

(c) All fixtures, machinery, and equipment as defined in the Uniform Commercial Code as enacted in the State of Alabama (as amended and in effect from time to time, the "UCC"), and all furniture, and all materials intended for construction, reconstruction, alteration and repairs of the Improvements, including, but not limited to, all gas and electric fixtures, radiators, heaters, furnaces, engines and machinery, boilers, ranges, ovens, elevators and motors, bathtubs, sinks, commodes, basins, pipes, faucets and other plumbing, heating and air conditioning equipment, mirrors, refrigerating plant, refrigerators, iceboxes, dishwashers, carpeting, floor coverings, furniture, light fixtures, signs, lawn equipment, water heaters, and cooking apparatus and appurtenances, and all other fixtures and equipment now or hereafter owned by Debtor and located in, on or about, or used or intended to be used with or in connection with the maintenance, repair, use, operation, or enjoyment of the Land or the Improvements, whether installed in such a way as to become a part thereof or not, including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing and all the right, title and interest of Debtor in and to any of the foregoing, now owned or hereafter acquired by Debtor, all of which are hereby declared and shall be deemed to be fixtures and accessions to the freehold and a part of the Improvements as between the parties hereto

Debtor
Wickes Inc.
706 N. Deerpath Drive
Vernon Hills, Illinois 60061
Tax ID # [REDACTED]

Secured Party
Fleet Retail Finance Inc., as Administrative
Agent
40 Broad Street
Boston, Massachusetts 02109
TAX ID # [REDACTED]

and all persons claiming by, through or under them (hereinafter referred to as the "Personal Property"); and

(d) All right, title and interest of Debtor in and to all policies of insurance, licenses, franchises, permits, service contracts, maintenance contracts, property management agreements, and equipment leases which in any way now or hereafter belong, relate or appertain to the Land, the Improvements or the Personal Property or any part thereof now owned or hereafter acquired by Debtor, including, without limitation, all condemnation payments, insurance proceeds and escrow funds (hereinafter referred to as the "Intangible Property"); and

(e) All present and future leases, tenancies, occupancies and licenses, whether written or oral ("Leases") of the Land, the Improvements, the Personal Property and the Intangible Property, or any combination or part thereof, and all income, rents, issues, royalties, profits, revenues, security deposits and other benefits of the Land, the Improvements, the Personal Property and the Intangible Property, from time to time accruing, all payments under Leases, and all payments on account of oil and gas and other mineral Leases, working interests, production payments, royalties, overriding royalties, rents, delay rents, operating interests, participating interests and other such entitlements, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same (hereinafter referred to as the "Revenues"); and

(f) All the right, title, interest of Debtor in and to all construction contracts, subcontracts, architectural agreements, labor, material and payment bonds, guaranties and warranties, and plans and specifications relating to the construction of Improvements on the Land, whether now or hereafter existing, including, without limitation (i) any architectural or engineering agreement entered into with respect to the design of said Improvements and other architectural or engineering services, (ii) the plans and specifications for the construction of said Improvements prepared by the architect, and (iii) any contractor's agreement entered into with respect to construction of Improvements on the Land (hereinafter collectively referred to as the "Contracts"); and

(g) All proceeds, products, substitutions and accessions of the foregoing of every type.

EXHIBIT A

SHELBY COUNTY

Unit A:

Unit A of The Homecrafters Warehouse Building, a Condominium according to the Declaration of Condominium as recorded in Book 003 page 860 in the Office of the Judge of Probate of Shelby County, Alabama, together with an undivided fractional interest in the common elements as set out in the said Declaration of Condominium; being situated in Shelby County, Alabama.

Unit B:

Unit B of The Homecrafters Warehouse Building, a condominium, according to the Declaration of Condominium as recorded in Book 003 page 860 in the Office of the Judge of Probate of Shelby County, Alabama, together with an undivided fractional interest in the common elements as set out in the said Declaration of Condominium; being situated in Shelby County, Alabama.

TUSCALOOSA COUNTY

TRACT A:

Commence at the Northwest corner of the Southwest Quarter of the Northwest Quarter of Section 11, Township 21 South, Range 10 West Huntsville Meridian, Tuscaloosa County, Alabama; thence in southerly direction, along and with the West line of said Quarter-Quarter section 484.15 feet to the Point of Beginning; thence with a deflection of $86^{\circ}31'44''$ left, 370.00 feet to a point; thence with a deflection of $86^{\circ}35'45''$ right 359.47 feet to the northerly right-of-way margin of U. S. Highway 82 Bypass; thence with a deflection of $94^{\circ}20'59''$ right, and along and with said right-of-way margin, 370.00 feet to a point; thence with a deflection of $85^{\circ}35'00''$ right, leaving said right-of-way margin, 353.38 feet to the Point of Beginning.

TRACT B:

Commence at the Northwest corner of the Southwest Quarter of the Northwest Quarter of Section 11, Township 21 South, Range 10 West Huntsville Meridian, Tuscaloosa County, Alabama; thence in a southerly direction, along and with the West line of said Quarter-Quarter section 484.15 feet to a point; thence with a deflection of $86^{\circ}31'44''$ left, 370.00 feet to the Point of Beginning; thence with a deflection of $86^{\circ}35'45''$ right, 359.47 feet to the northerly right-of-way margin of U. S. Highway 82 Bypass; thence with a deflection of $85^{\circ}39'01''$ left, along and with said right-of-way margin 82.00 feet to a point; thence with a deflection of $94^{\circ}16'18''$ left, leaving said right-of-way margin, 360.80 feet to a point; thence with a left deflection of $86^{\circ}40'26''$ 82.40 feet to the Point of Beginning.

EXHIBIT A

BULTER COUNTY

Lot 7 of Block 41 and Lots 9 and 10 of Block 42 according to the survey of W. P. DeJarnette of the City of Greenville, Alabama

LESS AND EXCEPT THE FOLLOWING:

- 1. That portion of Lot 9 sold to Southside Baptist Church which deed is recorded in the Butler County Probate Office in Deed Book 183, page 194.**
- 2. All that part of Lot 7 of Block 41 according to the W. P. DeJarnette survey of the City of Greenville, Alabama which lies North and West of King Street.**

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005 HNB 19.00**