

20181005000357450 1/3 \$34.00
Shelby Cnty Judge of Probate, AL
10/05/2018 03:53:27 PM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Craig Brown (205) 328-4600
B. SEND ACKNOWLEDGMENT TO: (Name and Address) William C. Brown ENGEL HAIRSTON & JOHANSON, P.C. P.O. Box 11405 Birmingham, Alabama, 35202

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (1a or 1b) - do not abbreviate or combine names						
1a. ORGANIZATION'S NAME DIVERSIFIED GAS & OIL CORPORATION						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 1800 Corporate Drive			CITY Hoover	STATE AL	POSTAL CODE 35242	COUNTRY USA
1d. TAX ID #	SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION corporation	1f. JURISDICTION OF ORGANIZATION Delaware	1g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE	
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (2a or 2b) - do not abbreviate or combine names						
2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d. TAX ID #	SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE	
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only <u>one</u> secured party name (3a or 3b)						
3a. ORGANIZATION'S NAME FIRST US BANK						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 3291 U.S. Hwy. 280			CITY Birmingham	STATE AL	POSTAL CODE 35243	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

Please see Schedule "I" attached hereto and made a part hereof.

This document is being recorded as additional security for that Mortgage, Assignment of Rents and Leases, and Security Agreement recorded as Instrument No. 20180928000347400 on 09/28/2018 for which taxes have been paid in the amount of \$3,000.00.

5. ALTERNATIVE DESIGNATION [if applicable]:	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional]		<input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2			
8. OPTIONAL FILER REFERENCE DATA (D-8893)						

SCHEDULE "I"

The following (hereinafter "Mortgaged Property"): a) The Land described in Exhibit "A" attached hereto and made a part hereof; b) All buildings, structures, equipment, fixtures, machinery, furniture, furnishings, and improvements of every nature whatsoever now or hereafter situated on the Land or used or intended to be used in connection with or with the operation of the Mortgaged Property; c) All easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, licenses, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining now or hereafter to the Mortgaged Property, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Debtor in and to the same; d) All now existing or hereafter made leases and agreements for use or occupancy of any portion of the Mortgaged Property (the "Leases"); e) All guaranties of the lessees' and any sublessees' performance under any of the Leases; f) All of the rents, income, receipts, revenues, issues and profits now due or which may become due arising or issuing from or out of the Leases or from or out of the Mortgaged Property, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Mortgaged Property, together with any and all rights and claims of any kind that the Debtor may have against any such lessee under the Leases or against any subtenants or occupants of the Mortgaged Property; g) All awards hereafter made for any taking of or injury to said Mortgaged Property through eminent domain or otherwise, including awards or damages for change of grade, and also any return premiums or other payments upon any insurance, any dividend or other payment made hereafter to the Debtor in any court procedure involving the Mortgaged Property; and h) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described above, including, but not limited to, all insurance, contract and tort proceeds and claims.

EXHIBIT "A"

Lot 9-A, according to the Survey of Resurvey of Lot 9, Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 16, Page 127, in the Probate Office of Shelby County, Alabama.

ALSO, a non-exclusive ingress and egress easement for roadway described as follows: Being a part of Lot 9, Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 12 page 10, in the Office of the Judge of Probate of Shelby County, Alabama and being more particularly described as follows: Begin at the Southeastern most corner of Lot 10, Meadow Brook Corporate Park South, Phase II, said point being on the Northeast right of way line of Corporate Park Drive and run in a Northeasterly direction along the Southeast line of Lot 10 a distance of 82.46 feet to a point; thence 90 deg. 00 min. to the right in a Southeasterly direction a distance of 42.00 feet to a point, said point being on the Northwest line of Lot 1, Meadow Brook Post Office Site (recorded in Map Book 11 page 73); thence 90 deg. 00 min. to the right in a Southwesterly direction and along the Northwest line of said Lot 1 a distance of 80.00 feet to a point on a curve to the left having a radius of 351.67 feet and a central angle of 6 deg. 51 min. 34 sec., said point being the Southwestern most point of Lot 1 and also being the Northeast right of way line of Corporate Drive; thence 89 deg. 58 min. 55 sec. to the right (angle measured to tangent) along said curve and along said right of way in a Northwesterly direction a distance of 42.10 feet to the point of beginning; being situated in Shelby County, Alabama.

SUBJECT TO:

1. Taxes for the year 2018 and subsequent years, a lien not yet due and payable.
2. Easement(s), building line(s) and restriction(s) as shown on recorded map.
3. Terms, conditions and restrictions contained in Easement Agreement recorded in Inst. No. 1992-27437 and corrected in Inst. No. 1992-27964.
4. Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporation Park as set out in Real 64, page 91, along with 1st Amendment recorded in Real 95, page 826; 2nd Amendment recorded in Real 141, page 784; 3rd Amendment recorded in Real 177, page 244; 4th Amendment recorded in Real 243, page 453; 5th Amendment recorded in Real 245, page 89; 6th Amendment recorded in Instrument #1992-23529; 7th Amendment recorded in Instrument #1995-03028; 8th Amendment recorded in Instrument #1995-04188; 9th Amendment recorded in Instrument #1996-5491; 10th Amendment recorded in Instrument #1996-32318; 11th Amendment recorded in Instrument 4199730077; 12th Amendment recorded in Instrument #1997-37856; 13th Amendment recorded in Instrument #1998-5588 and 14th Amendment recorded in Instrument #1999-41655; 15th Amendment recorded in Instrument #1998-46243; and 16th Amendment recorded in Instrument #1999/02935 as to that portion of subject property formally known as Lot 6-0, Meadow Brook Corporate Park Survey, Phase II, Resurvey No. 6 recorded in Map Book 25, page 13; Seventeenth Amendment to Declaration of Covenants recorded in 20021217000631360 and Eighteenth Amendment to Declaration of Covenants recorded in Inst No. 20100927000316200 in the Probate Office, Shelby County, Alabama. Assignment of Developer Rights recorded in Instrument #2001 page 35829.
5. That certain Agreement concerning Electric Service to Meadow Brook between Alabama Power Company and Daniel International Corporation as recorded in Misc. Book 48, page 880.
6. Any coal, oil, gas or other mineral or mining right not owned by Mortgagor.