

NOTICE OF LIEN

Under Sections 132(1) to 132(8) of Title 47 of
the Code of Alabama

NOTICE HEREBY IS GIVEN that COMMERCIAL CREDIT INDUSTRIAL CORP., as a Factor, and HIGHTOWER BOX & TANK COMPANY, INC., as a Borrower, have this day entered into an agreement providing, among other things, for loans to be made by the Factor to the Borrower against the security of a continuing general lien upon the materials, goods in process and merchandise of the Borrower, as is from time to time consigned to or pledged with the Factor, in accordance with the provisions of Sections 132(1) to 132(8), Title 47, Code of Alabama, and in accordance with the provisions of said Sections and for the purpose of complying therewith, to state:

(a) The name of the Factor is COMMERCIAL CREDIT INDUSTRIAL CORP., which is also the name under which it does business; the place of business of the Factor within the State of Alabama is at 717-720 First National Bank Building, Montgomery, Alabama and the principal place of business of the Factor outside the State of Alabama is at 300 St. Paul Place, Baltimore, Maryland, but its office or place of business with respect to the transactions hereunder is at 270 Peachtree Street, N.E., Atlanta, Fulton County, Georgia; Commercial Credit Industrial Corp. is a corporation organized under the laws of the State of Delaware, duly qualified to transact business in Alabama.

(b) The name of the Borrower is HIGHTOWER BOX & TANK COMPANY, INC., but it also does business under the name CARPENTER OAK FLOORING CO., and its address is 906 North 40th Street, Birmingham, Jefferson County, Alabama, and the nature or legal character of the interest of the Borrower in the materials, goods in process and merchandise, as far as is known to the Factor, is that of owner.

(c) The general character of the materials, goods in process and merchandise subject to the lien, or which may become subject thereto, is various kinds and types of rough and finished lumber, oak flooring, logs, ceramic, vinyl and asphalt tile, power nails, masonite and other similar kinds and types of raw materials, goods in process and merchandise; and the period of time during which such loans or advances may be made under the terms of the agreement providing for such loans or advances and for such lien is an indefinite period, being, as stated in said agreement, for an original period of one (1) year from the date of said agreement, and continuing thereafter from year to year, unless either party terminates said agreement at the end of any such yearly period by giving to the other party at least thirty (30) days prior notice of termination in writing by registered mail.

IN WITNESS WHEREOF, Factor and Borrower have executed this Notice of Lien this 1st day of January, 1966.

(Corporate Seal)

HIGHTOWER BOX & TANK COMPANY, INC.

ATTEST:

By

President

(Corporate Seal)

COMMERCIAL CREDIT INDUSTRIAL CORP.

By

Assistant Vice President

STATE OF GEORGIA))
COUNTY OF FULTON) SS:

I hereby certify that on this 4TH day of JANUARY, 1966, before me, a Notary Public in and for the state and county aforesaid, personally appeared the subscriber, W. J. GILLET AND, who being duly sworn by me according to law, acknowledged and said that he was the duly authorized agent of Commercial Credit Industrial Corp., to make this affidavit; that said Notice was duly signed and sealed as and for the act and deed of said Corporation, the corporate seal of said Corporation affixed thereto being the corporate seal of said Commercial Credit Industrial Corp.; and he did further verify, acknowledge and state under oath on behalf of Commercial Credit Industrial Corp., with authority so to do, that the statements therein contained are true to the best of his knowledge and belief and to the knowledge and belief of Commercial Credit Industrial Corp.

In Testimony Whereof, the said W. J. GILLERAND
has hereunto set his hand the day and year in this certi-
ficate first above written.

W. J. Gilkhard

Subscribed and sworn to before me, the undersigned
Notary Public, the day and year in this certificate first
written.

Larry L. Cotton
Notary Public
 Notary Public, Georgia, State at Large
 My Commission Expires July 10, 1956
My Commission Expires:

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 1/16 1906
RECORDED & \$ ✓ MFG. TAX
& \$ ✓ DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Conrad H. Fowler
JUDGE OF PROBATE

Original recorded in Jff. Co. on the
date & mly. tpt pd there—