

1. Debtor(s), (Last Name First) and address(es)

BRIERFIELD LAND & TIMBER, INC., MULTI-  
LAND, INC., SGD TIMBER ACQUISITION, INC.  
Route 1, Brierfield, AL 35035

(see attached for additional debtors and addresses)

2. Secured Party (ies) and address(es)

AMSOUTH BANK N.A.

P.O. Box 11007

Birmingham, AL 35288 (ATTN: Alabama Banking Dept)

3. Filing Officer (Date, Time, No., and  
Filing Office)4. ☐ Debtor is a utility.

5. This financing statement covers the following types (or items) of property:

Portions of the collateral described on the attached are standing on or affixed to the property described on Exhibit "A" attached hereto.

The record owners of this real estate are: James L. Hinton, Scott G. Davis, Kermit L. Stephens, and Joseph W. Stephens.

(This filing is additional security for that certain mortgage filed contemporaneously herewith.)

Complete only when filing with the Judge of Probate:

6. The initial indebtedness secured by this financing statement is \$ 6,200,000.00

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

7. ☒ 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)8. Check X if covered: ☒ Products of Collateral are also covered. 22.00

No. of additional sheets presented 8

9. 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

Filed with: Judge of Probate (Shelby County)

BRIERFIELD LAND &amp; TIMBER, INC.

BY: *James L. Hinton*

MULTILAND, INC.

BY: *James L. Hinton*

SGD TIMBER ACQUISITION, INC.

BY: *Scott G. Davis*

Signature(s) of Debtor(s)

AMSOUTH BANK N.A.

BY: *James H. Dumbkin*

Signature(s) of Secured Party (ies)

(Required only if filed without debtor's Signature—see Box 9)

(1) Filing Officer Copy — Alphabetical

ATTACHMENT FOR FINANCING STATEMENT

DEBTOR: BRIERFIELD LAND & TIMBER, INC., MULTILAND, INC.,  
and SGD TIMBER ACQUISITION, INC.  
SECURED PARTY: AMSOUTH BANK N.A.

ADDITIONAL ADDRESSES FOR DEBTORS: 11 Hargrove Road East or  
1601 17th Street  
Tuscaloosa, Alabama 35401  
Highway 219  
P.O. Box 367  
Centreville, Alabama 35042

COLLATERAL:

1. Receivables, contract rights, and all of the accounts, notes, bills, acceptances, chattel paper, or other forms of obligations now existing or hereafter coming into existence, which arise from the operation of the Premises or pertain directly or indirectly to the Premises or the Collateral, in which Borrowers, Operators, or either of them now have or may hereafter acquire any right, all proceeds thereof, all tax refunds due or to become due from the United States or any of the individual states, money on deposit with any bank or savings and loan association;
2. All subsidy payment rights arising from the Premises, or which pertain directly or indirectly to the Premises, whether they be accounts, proceeds, inventory, or general intangibles, including but not limited to nonproduction payments, disaster payments, and payments-in-kind (PIK), due or to become due as a payment to Borrowers or Operators from any federal, state or local governmental bodies, and all agencies, and programs thereof;
3. All Inventory, which is located now or in the future on the Premises, or which arises from the operation of the Premises, or which pertains directly or indirectly to the Premises or the Collateral, now or hereafter owned or acquired by Borrowers or Operators irregardless of whether or not such Inventory or any part thereof shall be in existence at the date hereof or shall come into existence subsequently thereto;
4. All trees, stumpage, timber (standing or cut), timber to be cut, timber rights, cutting rights, stumpage rights, logging equipment, sawmills, lumber, liens for stumpage, fructus industriales, and fructus naturales located on the Premises, or which at one time were located on the Premise, or which will be located on the Premises at some time in the future;

5. All trademarks, service marks, goodwill, design rights, copyrights, trade secrets, licenses, patents, patent applications, patent rights, software, intangible rights, and general intangibles;

6. All proceeds of the goods and intangibles described above; and

7. All of Borrowers' and Operators' books and records relating to those goods and intangibles described above.

As used herein the following terms have the following definitions:

"Borrowers" shall mean jointly severally, and collectively James L. Hinton, Scott G. Davis Kermit L. Stephens and Joseph W. Stephens.

"Collateral" shall mean the goods described above, and the Premises.

"Inventory" shall have the meaning assigned to such term in the Uniform Commercial Code in effect as the date hereof in the State of Alabama, and shall include all lumber, stumpage, timber (standing or cut), goods, wares, equipment, parts, merchandise, supplies, and materials of every nature used or usable in connection with Borrowers's or Operators' business.

"Operators" shall mean jointly, severally and collectively Brierfield Land & Timber, Inc., an Alabama corporation, Multiland, Inc., an Alabama corporation, and SGD Timber Acquisition, Inc. an Alabama corporation.

"Premises" shall mean the property described on Exhibit "A" attached hereto and incorporated herein by this reference, along with all the rights, cutting rights, timber rights, stumpage rights, mineral rights, development rights, air rights, water rights, members, privileges, appurtenances, tenements, buildings, structures, equipment, machinery, logging equipment, sawmills, fixtures, trees, timber (standing or cut), lumber, liens for stumpage, crops, fructus industriales, and fructus naturales thereunto belonging or in anywise appertaining, now or hereafter.

"Receivables" shall have the meaning assigned such term in the Uniform Commercial Code in effect in the State of Alabama on the date hereof, but as used herein shall be limited to the Receivables of Borrowers and/or Operators, and shall include but not be limited to receivables or proceeds arising out of the Cutting Contracts or Sale Contracts.



**EXHIBIT "A"**  
**TO**  
**MORTGAGE**  
**LOAN AND SECURITY AGREEMENT**  
**LIEN AFFIDAVIT**  
**FINANCING STATEMENTS**

Borrowers: James L. Hinton, Scott G. Davis, Kermit L. Stephens, and  
 Joseph W. Stephens  
 Bank: AmSouth Bank N.A.

**LAND IN CHILTON**  
**COUNTY, ALABAMA**

	<u>SECTION</u>	<u>TOWNSHIP</u>	<u>RANGE</u>	<u>ACRES</u>
NE 1/4	15	24	14	160
W 1/2 of NE 1/4	36	24	13	80
S 1/2 of NW 1/4	20	24	14	80
NW 1/4 of SE 1/4; NE 1/4 of SW 1/4; 20 acres lying on the East side of NW 1/4 of SW 1/4 described as follows: Beginning at the SE corner of NW 1/4 of SW 1/4; and running West along said line to the public road right of way; thence due North to line of NW 1/4 of SW 1/4 and East to corner of last said lands and thence South to place of beginning.	35	24	14	100
SW 1/4; NW 1/4 of SE 1/4, W 1/2 of NE 1/4 of SE 1/4; NE 1/4 of NE 1/4 of SE 1/4; NW 1/4 of SW 1/4 of SE 1/4	26	24	13	236

LAND IN CHILTON  
COUNTY, ALABAMA

	<u>SECTION</u>	<u>TOWNSHIP</u>	<u>RANGE</u>	<u>ACRES</u>
S 1/2 of NE 1/4; N 1/2 of SE 1/4 less a strip of land sold to Chilton County 60 feet wide for highway lying in NW 1/4 of SE 1/4 and W 1/2 of NE 1/4, and less 6 acres in NE corner of NW 1/4 of SE 1/4 sold to Cleve Gilliland, as shown in Book 381 at Page 245 and described as follows: Begin at the Northeast corner of the Northwest quarter of the SE 1/4 of Section 27, Township 24, Range 13 East, Chilton County, Alabama; thence South 87 degrees West 500.0 feet; thence South 00 degrees 30 minutes East 130.0 feet; thence South 87 degrees West 100.0 feet; thence South 8 degrees East 361.0 feet; thence North 87 degrees 15 minutes East 518.0 feet; thence North 3 degrees 15 minutes East 497.0 feet; to the point of beginning and containing 6.0 acres	27	24	13	139.1
NE 1/4 of SW 1/4; W 1/2 of SW 1/4	36	24	13	120
NW 1/4	22	24	14	160
SW 1/4 of SW 1/4	24	24	14	40
W 1/2; SE 1/4 of NE 1/4; W 1/2 of NE 1/4; S 1/2 of SE 1/4	26	24	14	520
Entire Section	28	24	14	640
Entire Section, less 12.8 acres, more or less, of Section 30 for right of way for Interstate Highway No. 65, conveyed to State of Alabama, by deed dated June 9, 1958.	30	24	14	627.2
W 1/2 of NW 1/4	32	24	14	80
N 1/2 of NE 1/4; N 1/2 of NW 1/4	34	24	14	160
E 1/2; S 1/2 of NW 1/4; SW 1/4	36	24	14	560

LAND IN CHILTON  
COUNTY, ALABAMA

	<u>SECTION</u>	<u>TOWNSHIP</u>	<u>RANGE</u>	<u>ACRES</u>
W 1/2 of NW 1/4	6	23	14	80
NE 1/4 of SW 1/4; W 1/2 of SE 1/4	15	23	15	120
NE 1/4 of NE 1/4	26	24	14	40
SE 1/4 of SE 1/4	13	24	13	40
SE 1/4 of NE 1/4; S 1/2 of NE 1/4 of NE 1/4; E 1/2 of SW 1/4 of NE 1/4; NW 1/4 of SW 1/4 of NE 1/4; E 1/2 of NW 1/4 of NE 1/4; E 1/2 of SE 1/4; SW 1/4 of SE 1/4; SE 1/4 of SW 1/4; S 1/2 of NE 1/4 of SW 1/4; NW 1/4 of NW 1/4 of SW 1/4; E 1/2 of SW 1/4 of SW 1/4; SW 1/4 of SW 1/4 of SW 1/4; NW 1/4 of NW 1/4 of NE 1/4, less 41.7 acres, more or less, of Section 25 which is within the right of way of Interstate Highway No 65, conveyed to the State of Alabama, by deed dated June 9, 1958.	25	24	13	298.3
N 1/2 of NE 1/4, less easement to Alabama Power Company as shown in Book 502 at Page 427	27	24	13	80
SE 1/4 of NE 1/4; E 1/2 of SW 1/4 of NE 1/4; SW 1/4 of SW 1/4 of NE 1/4; NW 1/4 of NE 1/4 of NW 1/4; NW 1/4 of NW 1/4; NW 1/4 of SW 1/4 of NW 1/4; E 1/2 of NE 1/4 of SW 1/4; W 1/2 of SE 1/4 of SW 1/4; E 1/2 of SW 1/4 of SW 1/4; SE 1/4	35	24	13	350
S 1/2; S 1/2 of NW 1/4	15	24	14	400
NE 1/4; E 1/2 of NW 1/4; S 1/2	17	24	14	560
NE 1/4; E 1/2 of NW 1/4; SW 1/4 of NW 1/4; NW 1/4 of SE 1/4; W 1/2 of SW 1/4	19	24	14	400

LAND IN CHILTON  
COUNTY, ALABAMA

	<u>SECTION</u>	<u>TOWNSHIP</u>	<u>RANGE</u>	<u>ACRES</u>
SW 1/4	20	24	14	160
NE 1/4; E 1/2 of NW 1/4; S 1/2	21	24	14	560
E 1/2; SW 1/4	22	24	14	480
Entire Section	23	24	14	640
N 1/2; SE 1/4; E 1/2 of SW 1/4; NW 1/4 of SW 1/4	25	24	14	600
Entire Section	27	24	14	640
Entire Section	29	24	14	640
NE 1/4 of NE 1/4; S 1/2 of NE 1/4; NE 1/4 of NW 1/4; W 1/2 of NW 1/4; NE 1/4 of SE 1/4, less 16.9 acres more or less of Section 31 which is within the right of way of Interstate Highway No. 65, conveyed to the State of Alabama, be deed dated June 9, 1958.	31	24	14	263.1
SE 1/4 of NE 1/4; W 1/2 of NE 1/4; E 1/2 of SE 1/4; E 1/2 of NW 1/4; NW 1/4 of NW 1/4	35	24	14	320
W 1/2 of NW 1/4; NE 1/4 of NW 1/4; NE 1/4; NE 1/4 of SE 1/4; W 1/2 of SW 1/4	1	23	14	400
N 1/2 of NE 1/4; S 1/2 of NW 1/4; NE 1/4 of NW 1/4; N 1/2 of SW 1/4; SW 1/4 of SW 1/4; N 1/2 of SE 1/4	2	23	14	400
S 1/2 less N 1/2 of NW 1/4 of SW 1/4; S 1/2 of NE 1/4	3	23	14	380
N 1/2	10	23	14	320
S 1/2; NE 1/4; N 1/2 of NW 1/4; SE 1/4 of NW 1/4, subject to right of way easement to Alabama Power Company in Book 535 at Page 67	3	23	15	600

**LAND IN CHILTON  
COUNTY, ALABAMA**

	<b><u>SECTION</u></b>	<b><u>TOWNSHIP</u></b>	<b><u>RANGE</u></b>	<b><u>ACRES</u></b>
N 1/2; SW 1/4; N 1/2 of SE 1/4; SW 1/4 of SE 1/4	5	23	15	600
N 1/2 of NW 1/4; SE 1/4 of NW 1/4; NE 1/4 of SW 1/4; E 1/2 less 3 acres, subject to right of way to Chilton County as shown in Book 463 at Page 145.	7	23	15	477
Entire Section	9	23	15	640
N 1/2; E 1/2 of SE 1/4	15	23	15	400
NW 1/4 of NE 1/4; S 1/2 of NE 1/4; NW 1/4; SE 1/4; N 1/2 of SW 1/4; SW 1/4 of SW 1/4, subject to right of way to Chilton County, conveyed by deed dated January 25, 1959.	31	24	15	560
NW 1/4 of SE 1/4	26	24	14	40
E 1/2 of SW 1/4; E 1/2 of SE 1/4; SW 1/4 of SE 1/4	19	24	14	200

**LAND IN SHELBY  
COUNTY, ALABAMA**

	<b><u>SECTION</u></b>	<b><u>TOWNSHIP</u></b>	<b><u>RANGE</u></b>	<b><u>ACRES</u></b>
SE 1/4 of NE 1/4; E 1/2 of SE 1/4	7	24	14	120
SW 1/4 of SE 1/4; SE 1/4 of SW 1/4; NW 1/4 of SW 1/4	7	24	14	120
North 18 acres of SW 1/4 of SW 1/4	7	24	14	18
NE 1/4; NW 1/4, NE 1/4 of SE 1/4; SE 1/4 of SW 1/4	9	24	14	400
W 1/2 of SW 1/4	9	24	14	80
SW 1/4	8	24	14	159



LANDS IN SHELBY  
COUNTY, ALABAMA

	<u>SECTION</u>	<u>TOWNSHIP</u>	<u>RANGE</u>	<u>ACRES</u>
E 1/2 of NW 1/4; SW 1/4 of NW 1/4; NW 1/4 of SW 1/4	10	24	14	160
S 1/2; S 1/2 of N 1/2; NE 1/4 of NE 1/4; except 34.01 acres, more or less, within the right of way of Interstate Highway No. 65, con- veyed to State of Alabama by deed dated December 15, 1958 and recorded in Book 198 at Page 7, Shelby County. Said excepted part being located in W 1/2 of SW 1/4 of SW 1/4 of NW 1/4	1	24	13	485.99
NE 1/4	12	24	13	160
NW 1/4 of NE 1/4	1	24	14	40
SE 1/4	5	24	14	160
W 1/2 of W 1/2; NE 1/4 of SW 1/4	6	24	14	200
NW 1/4 of NW 1/4	7	24	14	40
NW 1/4 of NE 1/4; NE 1/4 of NW 1/4; S 1/2 of NW 1/4	8	24	14	160
SW 1/4 of NE 1/4	6	24	15	40
SW 1/4 of SW 1/4 of SE 1/4 of SE 1/4; S 1/2 of SW 1/4 of SE 1/4	14	22	1 W	22.5
SW 1/4 of NE 1/4; SE 1/4 of NW 1/4; subject to easement to Town of Calera as shown in deed Book 161 at Page 292, and subject to highway right of way to Shelby County, as shown in Deed Book 234 at Page 624.	23	22		
NW 1/4 of NE 1/4; SW 1/4 of NE 1/4; all that part of the NW 1/4 of SE 1/4 lying East of Waxahatchie Creek; all that part of the SE 1/4 of NW 1/4 lying East of Waxahatchie Creek.	3	22	1 W	130

STATE OF ALABAMA  
COUNTY OF SHELBY  
JUDGE OF PROBATE  
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