

THIS FINANCING STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE

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

Shepherd, J. David
Shepherd, Theresa T.S.
2006 Old Montgomery Highway
Birmingham, Alabama 35244

4. ☐ Debtor is a utility.

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

Highland Bank
P. O. Box 55338
2211 Highland Avenue
Birmingham, Ala. 35255

3. Filing Officer (Date, Time, No., and Filing Office)

89 JUN 30 PM 3:30
JUDGE OF PROBATE

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

See Exhibit A attached hereto and made a part hereof.

The real estate on which the property described on Exhibit A is located is Lot according to the Survey of Owens Industrial Park, as recorded in Map Book 8, Page 181, in the Office of the Judge of Probate of Shelby County, Alabama, being situated in Shelby County, Alabama.

This financing statement is being filed simultaneously with a Mortgage and Security Agreement further securing the indebtedness secured by the property covered hereby.

6. The initial indebtedness secured by this financing statement is \$ add'l Security

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

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.

No. of additional sheets presented 2

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 of Shelby County

Theresa Shepherd
Signature(s) of Debtor(s)

(1) Filing Officer Copy — Alphabetical

HIGHLAND BANK

By: R. Randall, Its President

Signature(s) of Secured Party (ies)
(Required only if filed without debtor's Signature—see Box 9)

023365

EXHIBIT A

This financing statement covers the following types (or items) of property situated on the real estate described on the face of this financing statement (the "Real Estate"):

(a) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Real Estate, and all fixtures, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor(s) and located in, on, or used or intended to be used in connection with or with the operation of said Real Estate, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing.

(b) All building materials, equipment, fixtures, fittings and personal property of every kind or character now owned or hereafter acquired by the Debtor(s) for the purpose of being used or useful in connection with the improvements located or to be located on the Real Estate described herein, whether such materials, equipment, fixtures, fittings and personal property are actually located on or adjacent to said Real Estate or not, and whether in storage or otherwise, wheresoever the same may be located, including, but 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, pipes and piping, ornamental and decorative fixtures, furniture, ranges, refrigerators, dishwashers, disposals, and in general all building materials and equipment of every kind and character used or useful in connection with said improvements.

TOGETHER with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Debtor(s), 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(s) of, in and to the same, including but not limited to:

(a) All rents, profits, issues and revenues of the Real Estate from time to time accruing, whether under leases or tenancies now existing or hereafter created, granting to Debtor(s), however, so long as Debtor(s) are not in default

hereunder and so long as Secured Party has not otherwise chosen to revoke such license, the right to receive and retain the rents, issues and profits thereof; and

(b) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Real Estate or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets.

EXHIBIT A

This financing statement covers the following types (or items) of property situated on the real estate described on the face of this financing statement (the "Real Estate"):

(a) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Real Estate, and all fixtures, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor(s) and located in, on, or used or intended to be used in connection with or with the operation of said Real Estate, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing.

(b) All building materials, equipment, fixtures, fittings and personal property of every kind or character now owned or hereafter acquired by the Debtor(s) for the purpose of being used or useful in connection with the improvements located or to be located on the Real Estate described herein, whether such materials, equipment, fixtures, fittings and personal property are actually located on or adjacent to said Real Estate or not, and whether in storage or otherwise, wheresoever the same may be located, including, but 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, pipes and piping, ornamental and decorative fixtures, furniture, ranges, refrigerators, dishwashers, disposals, and in general all building materials and equipment of every kind and character used or useful in connection with said improvements.

TOGETHER with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Debtor(s), 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(s) of, in and to the same, including but not limited to:

(a) All rents, profits, issues and revenues of the Real Estate from time to time accruing, whether under leases or tenancies now existing or hereafter created, granting to Debtor(s), however, so long as Debtor(s) are not in default

hereunder and so long as Secured Party has not otherwise chosen to revoke such license, the right to receive and retain the rents, issues and profits thereof; and

(b) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Real Estate or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets.