

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(s) Tammy J. Mularski Kandle D. Brown Post Office Box 384 Chelsea, Alabama 35043	2. Secured Party (ies) and address(es) J.K.V. Ratliff c/o Collateral Morrgage, Ltd. 1900 Crestwood Blvd. Birmingham, AL 35210	3. Filing Officer (Date, Time, No. Filing Office)
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4. Debtor is a utility.

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

All of that certain personal property and fixtures described in Schedule B used or useful in connection with the real property described in Schedule A hereto, and all additions or accessions thereto. Record owner is debtor.

Filed simultaneously with a Mortgage in the amount of \$20,000.00 in Book 333, Page 811.

Complete only when filing with the Judge of Probate:
6. The initial indebtedness secured by this financing statement is \$20,000
Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$17.00

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 3

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: Probate Court of Shelby County, Alabama

Signature(s) of Debtor(s)

Kandle D. Brown
Tammy J. Mularski

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

J.K.V. Ratliff

(II) FILING OFFICER COPY—ALPHABETICAL

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CLERK OF THE
PROBATE COURT
SHELBY COUNTY
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THE
PROBATE
COURT
SHELBY
COUNTY
ALABAMA

SCHEDULE A TO
UCC-1 FINANCING STATEMENT

All of the Northeast one-fourth (NE 1/4) of the Southwest one-fourth (SW 1/4) and the Northwest one-fourth (NW 1/4) of the Southeast one-fourth (SE 1/4) of Section 11, Township 20 South, Range 2 East, Shelby County, Alabama, lying South and West of Chancellor's Ferry Road as now located; said property containing 43.13 acres, more or less.

SCHEDULE B TO
UCC-1 FINANCING STATEMENT

All building materials, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by the debtor for the purpose of being used or useful in connection with the improvements located or to be located on the real estate described in Schedule A, whether such materials, equipment, fixtures and fittings are actually located on or adjacent to said real estate or not, and whether in storage or otherwise, wheresoever the same may be located. Personal property herein conveyed and mortgaged shall include, 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, electrical and gas 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;

and

All fixtures, attachments, appliances, equipment and tangible personal property owned by the debtor and now or at any time hereafter located on or at the real property described in Schedule A and used or useful in connection with the operation of the building constructed thereon including, but not limited to: all goods, machinery, tools insurance proceeds, equipment (and including but not limited to fire sprinklers and alarm systems and equipment for air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), office and all other indoor and outdoor furniture, wall safes, furnishings, appliances, inventory, rugs, carpets and other floor covering, draperies and drapery rods and brackets, awnings, window shades, and other lighting fixtures and office maintenance and other supplies, and all other articles belonging to the debtor or leased to the debtor that are now or hereafter located in the buildings or on the grounds of the aforesaid real estate, and any additions, substitutions or accessions thereto. Provided, however, that with respect to those items which are leased and not owned by debtor, this security interest covers the leasehold interest only of debtor, together with any options to purchase any of said items and any additional or greater right with respect to such items which debtor may hereafter acquire;

and

All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the property described in Schedule "A", and all fixtures, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the debtor and located in, on, or used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing.

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, interest, 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, and the reversion and reversions, remainder and remainders, rents, issues, 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 of, in and to the same, including but not limited to:

(a) All rents, profits, issues and revenues of the property described in Schedule A from time to time accruing, whether under leases or tenancies now existing or hereafter created; and

(b) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the premises 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.