

Return copy or recorded original to:

Kay K. Bains
Cabaniss, Johnston
P.O. Box 830612
Birmingham, AL 35283-0612

Pre-paid Acct # _____

2. Name and Address of Debtor

(Last Name First if a Person)

Gail B. Morton
3740 Locksley Drive
Birmingham, AL 35223

Social Security/Tax ID # _____

2A. Name and Address of Debtor

(IF ANY)

(Last Name First if a Person)

Social Security/Tax ID # _____

☐ Additional debtors on attached UCC-E

3. SECURED PARTY (Last Name First if a Person)

AmSouth Bank N.A.
AmSouth-Sonat Tower
P.O. Box 830612
Birmingham, AL 35288
Social Security/Tax ID # _____

☐ Additional secured parties on attached UCC-E

5. The Financing Statement Covers the Following Types (or items) of Property:

THIS SPACE FOR USE OF FILING OFFICER
Date, Time, Number & Filing Office

0289110
91 AUG -2 PM 9:25
JUDGE OF PROBATE
INSTRUMENT WAS FILED
IN THE OFFICE OF THE
CLERK OF THE COURT
FOR THE COUNTY OF
JACKSON

4. ASSIGNEE OF SECURED PARTY

(IF ANY)

(Last Name First if a Person)

The property described on Schedule I attached hereto and made a part hereof,
some of which may be, or may become, fixtures on the real estate described
on Exhibit A attached hereto, of which the Debtor is the record owner.

5A. Enter Code(s) From
Back of Form That
Best Describes The
Collateral Covered
By This Filing:

200
300
500

Check X if covered: ☐ Products of Collateral are also covered.

6. 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.

7. Complete only when filing with the Judge of Probate:

The initial indebtedness secured by this financing statement is \$ 1700

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ 356-706

8. ☐ 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)

Signature(s) of Secured Party(ies)
(Required only if filed without debtor's Signature — see Box 6)

Signature(s) of Debtor(s)

Signature(s) of Secured Party(ies) or Assignee

Signature(s) of Debtor(s)

Signature(s) of Secured Party(ies) or Assignee

Type Name of Individual or Business

SCHEDULE I

- A. The real estate described on Exhibit A attached hereto and made a part hereof (the "Real Estate") and all improvements, structures, buildings and fixtures now or hereafter situated thereon (the "Improvements").
- B. All permits, easements, licenses, rights-of-way, contracts, privileges, immunities, tenements and hereditaments now or hereafter pertaining to or affecting the Real Estate or the Improvements.
- C. (i) All leases, written or oral, and all agreements for use or occupancy of any portion of the Real Estate or the Improvements with respect to which the Debtor is the lessor (the "Existing Leases"), any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Real Estate or the Improvements (all such leases, subleases, agreements and tenancies heretofore mentioned, including but not limited to, the Existing Leases being hereinafter collectively referred to as the "Leases");
- (ii) any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;
- (iii) the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Debtor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Real Estate or any of the Improvements, or any part thereof, including, but not limited to, minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Real Estate or the Improvements, 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 Real Estate or any of the Improvements, all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents".

91 AUG - 2 AM 9:25
JUDGE OF PROBATE

- D. All building materials, equipment, fixtures, tools, apparatus and fittings of every kind or character now owned or hereafter acquired by the Debtor for the purpose of, or used or useful in connection with, the Improvements, wherever the same may be located, including, without limitation, all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows, hardware, nails, wires, wiring, engines, boilers, furnaces, tanks, motors, generators, switchboards, elevators, escalators, plumbing, plumbing fixtures, air-conditioning and heating equipment and appliances, electrical and gas equipment and appliances, stoves, refrigerators, dishwashers, hot water heaters, garbage disposers, trash compactors, other appliances, carpets, rugs, window treatments, lighting, fixtures, pipes, piping, decorative fixtures, and all other building materials, equipment and fixtures of every kind and character used or useful in connection with the Improvements.
- E. Any and all other real or personal property of every kind and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred to the Secured Party, or in which the Secured Party is granted a security interest, as and for additional security hereunder by the Debtor, or by anyone on behalf of, or with the written consent of, the Debtor.

EXHIBIT A
TO
UCC-1

Part of the SE 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Southwest corner of said 1/4 Section; thence run East along the South line of same for 1,826.71 feet; thence 122 deg. 59 min. 53 sec. left and run Northwesterly for 399.97 feet to a point on the Northerly right of way line of Oak Mountain Park Road; thence continue Northwesterly along the same course for 846.69 feet; thence 91 deg. 18 min. 39 sec. right and run Northeasterly for 152.01 feet; thence 90 deg. 00 min. left and run Northwesterly for 349.02 feet; thence 90 deg. 00 min. left and run Southwesterly for 160.00 feet; thence 88 deg. 41 min. 21 sec. right and run Northwesterly for 25.0 feet to a point on the South right of way line of Alabama Highway 119; thence 91 deg. 18 min. 39 sec. right and run Northeasterly along said right of way line for 253.07 feet; thence 14 deg. 02 min. 10 sec. right and continue Northeasterly for 9.51 feet to a point on the Southerly right of way line of a country road; thence 30 deg. 57 min. 50 sec. right and run Easterly along said right of way line for 62.56 feet to an angle point in said right of way; thence 45 deg. 00 min. right and run Southeasterly along said right of way line for 167.00 feet to the point of beginning; thence continue along same course for 223.67 feet to an angle point in said right of way; thence 90 deg. 00 min. left and run Northeasterly along said right of way for 132.98 feet; thence 90 deg. 00 min. right and run Southeasterly for 102.50 feet to a point; thence 115 deg. 10 min. 14 sec. right and run Southwesterly along the Bishop's Creek approximate floodway line for 389.41 feet; thence 154 deg. 49 min. 46 sec. right and run Northeasterly for 73.63 feet; thence 90 deg. 00 min. left and run Northwesterly for 160.54 feet; thence 90 deg. 00 min. right and run Northeasterly for 145.83 feet to the point of beginning.