

☐ The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).

No. of Additional Sheets Presented: 3

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Return copy or recorded original to:

Oppenheimer Wolff & Donnelly  
Plaza VII  
45 South 7th Street  
Suite 3400  
Minneapolis, Mn 55402  
Attn: Mr. Duane L. Paulson  
Pre-paid Acct. #

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

2. Name and Address of Debtor (Last Name First if a Person)

Social Security/Tax ID #  
2A Name and Address of Debtor (IF ANY) (Last Name First if a Person)

F.O. Merz & Co., Inc.  
P.O. Box 430  
Cowpens, South Carolina 29330

Social Security/Tax ID #

☐ Additional debtors on attached UCC-E

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

Great Northern Insured Annuity Corporation  
P.O. Box 490  
Seattle, Washington 98111-0490  
GNA Loan No. 1458

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

FILED WITH:

4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)

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

See Exhibit A attached hereto.

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JUDGE OF PROBATE

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

0 0 1	7 0 0
1 0 1	
1 0 2	
1 0 3	
2 0 0	
3 0 2	
5 0 0	

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 \$

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

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)

See Schedule I attached hereto.

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

Type Name of Individual or Business

(1) FILING OFFICER COPY — ALPHABETICAL  
(2) FILING OFFICER COPY — NUMERICAL

(3) FILING OFFICER COPY — ACKNOWLEDGEMENT  
(4) FILE COPY — SECOND PARTY(S)

(5) FILE COPY DEBTOR(S)

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1  
Approved by The Secretary of State of Alabama

029534

GNA Loan No. 1458

SCHEDULE I

TO

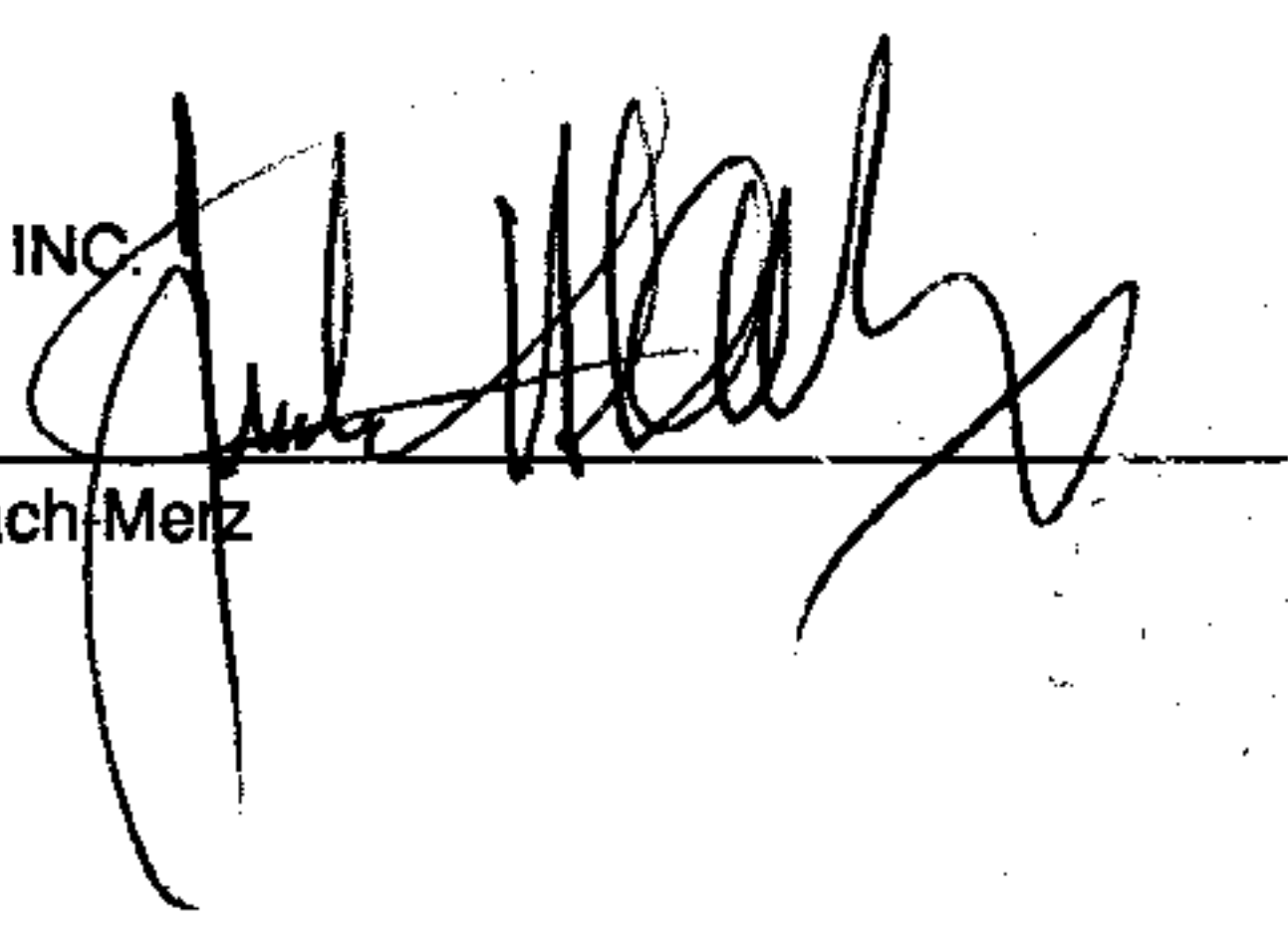
UCC FINANCING STATEMENT

Signature of Debtor:

F.O. MERZ & CO., INC.

By

Frederick Halbach-Merz  
Its President



I, JUDGE A. A. KELLY, CL.  
DO HEREBY CERTIFY THIS  
INSTRUMENT WAS FILED

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EXHIBIT A  
TO  
UCC FINANCING STATEMENT

- A. All fixtures and articles of property now or hereafter attached to, or used or adapted for use in the ownership, development, operation or maintenance of the buildings, improvements and land at the below-described real estate (the "Property") (whether such items be leased, be owned absolutely or subject to any title retaining or security instrument, or be otherwise used or possessed), including without limitation all heating, cooling, air-conditioning, ventilating, refrigerating, plumbing, generating, power, lighting, laundry, maintenance, incinerating, lifting, cleaning, fire prevention and extinguishing, security and access control, cooking, gas, electric and communication fixtures, equipment and apparatus, all engines, motors, conduits, pipes, pumps, tanks, ducts, compressors, boilers, water heaters and furnaces, all ranges, stoves, disposers, refrigerators and other appliances, all escalators and elevators, all cabinets, partitions, mantels, built-in mirrors, window shades, blinds, screens, awnings, storm doors, windows and sash, all carpeting, underpadding and draperies, all furnishings of public spaces, halls and lobbies, and all shrubbery and plants; provided, however, that personal property and trade fixtures owned or supplied by tenants of the Property with the right of removal at the termination of their tenancies shall not be included within the scope of this paragraph.
- B. All present and future contracts and policies of insurance which insure said real estate or any building, structures or improvements thereon, or any such fixtures or personal property, against casualties and theft, and all monies and proceeds and rights thereto which may be or become payable by virtue of any such insurance contracts or policies.
- C. All the rents, revenues, issues, profits and income of the Property, and all right, title and interest of Debtor in and to all present and future leases and other agreements for the occupancy or use of all or any part of the Property, and all right, title and interest of Debtor thereunder, including without limitation all cash or security deposits, advance rentals and deposits or payments of similar nature, together with all guaranties of tenants' or occupants' performances thereunder.
- D. All general intangibles relating to the development or use of the Property, including without limitation all permits, licenses and franchises, all names under or by which the Property may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all trademarks, trade names, logos and good will in any way relating to the Property.
- E. All awards, compensation and settlements in lieu thereof made as a result of the taking by power of eminent domain of the whole or any part of the Property, including any awards for damages sustained to the Property for a temporary taking, change in grade of streets or taking of access.
- F. All water stock relating to the Property, all shares of stock or other evidence of ownership of any part of the Property that is owned by Debtor in common with others, and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Property.
- G. All products and proceeds of all of the foregoing.

The Property is located in the County of Shelby, State of Alabama, and is legally described as follows:

Lot 1, according to the Survey of Village on Valleydale at Southlake, recorded in Map Book 11, page 84, together with Declaration of Restrictions and Grant of Easement recorded in Real 173, page 355 in the Probate Office of Shelby County, Alabama.

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

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