

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

Terry, James F. and Mary Nell  
6024 Brookhill Circle  
Birmingham, AL 35242

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

First Commercial Bank  
P.O. Box 11746  
Birmingham, Alabama 35202

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

029535

91 OCT -2 PM 1:43

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
FINANCING STATEMENT WAS FILED

JUDGE OF PROBATE

4. ☐ Debtor is a utility.

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

Filed simultaneously with a Mortgage in the amount of \$250,000.00  
in Book 366, Page 719.

17.00

6. Complete only when filing with the Judge of Probate:  
The initial indebtedness secured by this financing statement is \$ 250,000  
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 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: Judge of Probate of Shelby County

Mary Nell Terry

James F. Terry

Signature(s) of Debtor(s)

Signature(s) of Secured Party (ies)

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

(1) FILING OFFICER COPY—ALPHABETICAL

**SCHEDULE A TO  
UCC-1 FINANCING STATEMENT**

**PROPERTY DESCRIPTION**

Lots 92 and 92A, according to the Survey of Meadow Brook, 18th Sector, Phase I, as recorded in Map Book 10, Page 26, in the Office of the Judge of Probate of Shelby County, Alabama.

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 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;

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.

and

All debtor's rights in and to the contracts, agreements and other documents relating to the project to construct the improvements on the property described in Schedule A, including without limitation, construction contracts, drawings and specifications, together with any additions, extensions, revisions, modifications, or guarantees of performance or obligations to debtor under any of the above.