

1. Return copy or recorded original to:
Ray D. Gibbons
Gordon, Silberman, Wiggins & Childs
1400 SouthTrust Tower
Birmingham, Alabama 35203

Pre-paid Acct. # _____
2. Name and Address of Debtor (Last Name First if a Person)
Lewis, M. Duane and
Lewis, Harriett S.
3301 Shetland Trace
Birmingham, Alabama 35243

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)
SouthTrust Bank of Alabama
National Association
P. O. Box 2554
Birmingham, Alabama 35290
Social Security/Tax ID # _____

☐ Additional secured parties on attached UCC-E

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

Collateral described on the attached Schedule I.

This UCC is being filed as additional collateral for the indebtedness which is secured by a Mortgage and Security Agreement which is being recorded simultaneously herewith.

Debtor is the record owner of the property described on the attached Exhibit A. *Tax Due 14.00 + 2.00 = 16.00*

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 \$ 250,000.00

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ -0-

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)

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

500

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

Signature(s) of Debtor(s)

M Duane Lewis
M. Duane Lewis

Signature(s) of Debtor(s)

Harriett S. Lewis
Harriett S. Lewis

M. Duane Lewis and Harriett S. Lewis
Type Name of Individual or Business

SouthTrust Bank of Alabama, National Association

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

BY *Andy Morris*
Signature(s) of Secured Party(ies) or Assignee

Its Senior Vice President
Type Name of Individual or Business

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
91 OCT 10 PM 02
James A. Henderson Jr.
JUDGE OF PROBATE

029587

SCHEDULE I

(a) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land described on the attached Exhibit A, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Premises as between the parties to that certain Mortgage and Security Agreement dated October 4, 1991, (the "Mortgage") and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by the Mortgage;

(b) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Land or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor; and

(c) All rents, issues, profits and revenues of the Land from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same, reserving only the right to them to collect the same so long as Debtor is not in default under the Note evidencing the indebtedness of Debtor to Secured Party and Mortgage or such collection is not otherwise restricted by the Mortgage.

ns\southtru\lewis\collat.UCC

EXHIBIT A

A parcel of land situated partly in the Northeast 1/4 of the Southwest 1/4 and partly in the Northwest 1/4 of the Southeast 1/4, Section 35, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of the Northwest 1/4 of the Southwest 1/4 of said Section and run North 89 deg. 28 min. 19 sec. East along the North line of said 1/4 1/4 a distance of 1313.4 feet to a found crosstie post and the point of beginning; thence continue along last described course a distance of 1,560.95 feet to a found 10 inch post marking the Westerly right-of-way line of State Highway No. 119; thence run South 05 deg. 49 min. 26 sec. West along said right-of-way line a distance of 830.56 feet; thence run North 89 deg. 17 min. 02 sec. West along a fence line a distance of 60.20 feet; thence run South 88 deg. 32 min. 00 sec. West a distance of 93.50 feet; thence run South 05 deg. 13 min. 00 sec. West a distance of 266.30 feet to a found 1/2 inch open top iron; thence run North 86 deg. 47 min. 00 sec. West a distance of 607.97 feet; thence run South 00 deg. 37 min. 41 sec. West a distance of 300.47 feet; thence run North 88 deg. 09 min. 04 sec. West a distance of 577.88 feet to a 10 inch pine tree; thence run North 04 deg. 46 min. 39 sec. West a distance of 1331.04 feet to the point of beginning; being situated in Shelby County, Alabama.

Subject to:

1. 1990 Ad valorem taxes.
2. Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 107 page 153 in Probate Office.
3. Right(s)-of-way(s) granted to Shelby County by instrument(s) recorded in Deed Book 124 page 198 in Probate Office.
4. Mislocations and/or encroachments of fences as shown on survey by Steven M. Allen dated August 28, 1990.

JUDGE OF PROBATE

91 OCT 10 PM 12 32

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