

STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT FORM UCC-1 ALA.

Important: Read Instructions on Back Before Filling out Form.

AMERICAN BANC SUPPLY CO., INC., Americus, GA. 31709 1-800-327-3931

Judge of Probate Shelby County

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

No. of Additional Sheets Presented: 4

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

1. Return copy or recorded original to:

AmSouth Bank N.A.
P.O. Box 11426
Birmingham, Alabama 35202
Attn: Corporate Trust Administration

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

Pre-paid Acct. # _____

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

Cook Publications, Inc.
Post Office Box 10567
Birmingham, Alabama 35202

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)

The Industrial Development Board of Shelby County
Shelby County Courthouse
Columbiana, Alabama 35051

Social Security/Tax ID # _____

☐ Additional secured parties on attached UCC-E

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

AmSouth Bank N.A., as Trustee
Post Office Box 11426
Birmingham, Alabama 35202

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

All items (whether or not fixtures) of machinery, equipment and other personal property constituting part of the New Equipment described in Exhibit A attached hereto and made a part hereof.

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

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 \$ 800,000.00

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

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

AmSouth Bank N.A. as Trustee for IDB Shelby County-

Type Name of Individual or Business Cook Publications Inc.

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1

(1) FILING OFFICER COPY ALPHABETICAL

05/11/1992-7850
10:03 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MCD 17.00

13.00 + 4.00 = 17.00

EXHIBIT A

**to
FINANCING STATEMENT
filed by
COOK PUBLICATIONS, INC.,
as Debtor,
and
THE INDUSTRIAL DEVELOPMENT BOARD
OF SHELBY COUNTY,
as Secured Party**

09269

The collateral covered by the Financing Statement of which this Exhibit A forms a part consists of all items (whether or not fixtures) of machinery, equipment or other personal property described in Attachment No. 1 of this Financing Statement and all other items (whether or not fixtures) of machinery, equipment or other personal property which shall hereafter by the terms of the "security agreement" hereinafter referred to become part of the "New Equipment" as therein defined and which, as such "New Equipment", shall be subject to the lien or demise of said "security agreement". The said "security agreement" consists of a Lease Agreement dated as of May 1, 1984, between The Industrial Development Board of Shelby County (the "Secured Party") and Cook Publications, Inc. (the "Debtor"). An assignment of the interest of the Secured Party in said Lease Agreement has been made to AmSouth Bank N.A., as Trustee, under a Mortgage and Trust Indenture dated as of May 1, 1984. The items (whether or not fixtures) of equipment and other personal property covered by this Financing Statement are to be located in or about the land specifically described on Attachment No. 2 of this Financing Statement. The execution and filing of this Financing Statement in no way constitutes an admission that the collateral covered by this Financing Statement is not part of an industrial development board financing specifically exempted from the Alabama Uniform Commercial Code by the provisions of Section 9-104(e) thereof.

NOTE: The aforesaid Lease Agreement and Mortgage and Trust Indenture are being recorded in the real property records in the office of the Judge of Probate of Shelby County, Alabama, simultaneously with the filing in said office of the Financing Statement of which this Exhibit A forms a part. Any person reviewing said Financing Statement is placed on notice to review said Lease Agreement and said Mortgage and Trust Indenture. Any such person is further placed on notice that the "New Equipment" listed on Attachment No. 1 hereto may not be an exclusive list of personal property which is covered by said Financing Statement; and any such person is placed on notice to inquire further of the parties to such Financing Statement as to the specific items of personal property covered thereby.

**05/11/1992-7850
10:03 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE**

005 HCD 17.00

ATTACHMENT NO. 1

to
EXHIBIT A
forming a part of the
FINANCING STATEMENT
filed by
COOK PUBLICATIONS, INC.,
as Debtor,
and
THE INDUSTRIAL DEVELOPMENT BOARD
OF SHELBY COUNTY,
as Secured Party

The "New Equipment" leased by Cook Publications, Inc. from The Industrial Development Board of Shelby County pursuant to that certain Lease Agreement between said parties dated as of May 1, 1984, consists initially of the following:

One Cary Ribbon Deck
One 60 Horsepower Fincor Motor
One Diplomat Horizontal Camera and Related Computer System
One Royal Zenith Two-Color 19x25 Press
One Model 108 Counterveyor

05/11/1992-7850
10:03 AM CERTIFIED

ATTACHMENT NO. 2

to
EXHIBIT A
forming a part of the
FINANCING STATEMENT
filed by
COOK PUBLICATIONS, INC.,
as Debtor,
and
THE INDUSTRIAL DEVELOPMENT BOARD
OF SHELBY COUNTY,
as Secured Party

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SHELBY COUNTY JUDGE OF PROBATE
005 HED 17.00

The following described parcel of land situated in Shelby County, Alabama, described as follows:

Part of the SW 1/4 of SW 1/4 of Section 30, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

From the Northwest corner of said 1/4-1/4 section run in a Southerly direction along the West line of said 1/4-1/4 section for a distance of 400.55 feet, thence turn an angle to the left of 90 degrees and run in an Easterly direction for a distance of 825.23 feet to a point on the Southwest right of way line of Cahaba Beach Road which is the point of beginning, thence turn an angle to the right of 145 degrees 59' and run in a Southwesterly direction for a distance of 103.18 feet, thence turn an angle to the left of 28 degrees 57' and run in a Southwesterly direction for a distance of 101.89 feet, thence turn an angle to the right of 89 degrees 30' and run in a Northwesterly direction for a distance of 132.99 feet, thence turn an angle to the left of 39 degrees 55' and run in a Southwesterly direction for a distance of 73.57 feet, thence turn an angle to the right of 82 degrees 48' and run in a Northwesterly direction for a distance of 16.15 feet, thence turn an angle to the left of 37 degrees 42' and run in a Northwesterly direction for a distance of 68.37 feet, thence turn an angle to the left of 109 degrees 10' and run in a Southwesterly direction for a distance of 215.27 feet, thence turn an angle to the right of 10 degrees 57' and run in a Southwesterly direction for a distance of 100.41 feet, thence turn an angle to the left of 3 degrees 37' and run in a Southwesterly direction for a distance of 149.86 feet, thence turn an angle to the left of 32 degrees 21' and run in a Southwesterly direction for a distance of 29.89 feet, thence turn an angle to the left of 39 degrees 08' and run in a Southeasterly direction for a distance of 78.34 feet, thence turn an angle to the left of 72 degrees 56' and run in a Northeasterly direction for a distance of 37.62 feet, thence turn an angle to the left of 36 degrees 27' and run in a Northeasterly direction for a distance of 115.97 feet, thence turn an angle to the right of 79 degrees 07' and run in

a Southeasterly direction for a distance of 165.78 feet, thence turn an angle to the left of 3 degrees 32' and run in a Southeasterly direction for a distance of 329.02 feet to a point on the West right of way line of said Cahaba Beach Road, thence turn an angle to the left and run along said West right of way line for a distance of 532 feet, more or less, to the point of beginning.

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

1984 MAY 25 PM 1:18

Thomas C. Harrison, Jr.
JUDGE OF PROBATE

05/11/1992-7850
10:03 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
005 MCD 17.00