

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

Important: Read Instructions on Back Before Filling out Form.

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional Sheets Presented: 2	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
1. Return copy or recorded original to: Timothy D. Davis Gordon, Silberman, Wiggins & Childs 1400 SouthTrust Tower Birmingham, Alabama 35203		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office Inst # 1993-21108 07/19/1993-21108 01:37 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 006 NJS 20.00
Pre-paid Acct. # _____		
2. Name and Address of Debtor (Last Name First if a Person) Building Materials Wholesale, Inc. One 15th Street West Birmingham, Alabama 35208		
Social Security/Tax ID # _____		
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person) Social Security/Tax ID # _____		
<input type="checkbox"/> Additional debtors on attached UCC-E		
3. SECURED PARTY (Last Name First if a Person) First Commercial Bank P. O. Box 11746 Birmingham, Alabama 35202-1746		4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)
Social Security/Tax ID # _____		
<input type="checkbox"/> Additional secured parties on attached UCC-E		

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

See attached Schedule I for description of Collateral

This is to be cross-referenced in real estate records.
The record owner of the property is Debtor.

This UCC-1 is filed as additional security for the indebtedness
secured by a Mortgage and Security Agreement recorded
simultaneously herewith.

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.

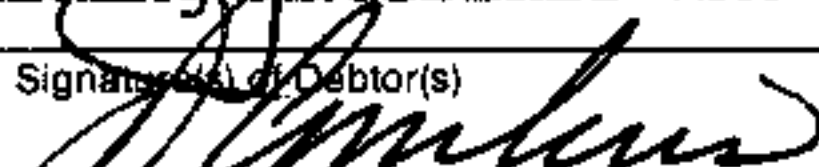
7. Complete only when filing with the Judge of Probate:
The initial indebtedness secured by this financing statement is \$ **417,000.00**
Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ **-0-**

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)

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

Building Materials Wholesale, Inc.

First Commercial Bank

BY 
Signature(s) of Debtor(s)

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

Building Materials Wholesale, Inc.
Type Name of Individual or Business

First Commercial Bank
Type Name of Individual or Business

Schedule I

All of the following described Land and interests in Land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, including replacements and additions thereto (herein referred to collectively as the "Mortgaged Property"):

(a) All those certain tracts, pieces or parcels of land, and interests in land, located in Shelby County, Alabama, more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Land");

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, 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, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Mortgaged Property, 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 except for these items which constitute business inventory of Debtor (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 Mortgaged Property as between the parties hereto 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 granted by Debtor to Secured Party executed simultaneously herewith (the "Mortgage");

(c) 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 Mortgaged Property 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

(d) All rents, issues, profits and revenues of the Mortgaged Property 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 Debtor to collect the same so long as Debtor is not in default hereunder or such collection is not otherwise restricted by the Mortgage.

Any term not specifically defined herein shall have the definition assigned to

EXHIBIT A

LEGAL DESCRIPTION

Part of Block 1, Cahaba Valley Park North as recorded in Map Book 13, page 140, in the Probate Office of Shelby County, Alabama, situated in Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the center line - point of tangent station 31+40.12 of Cahaba Valley Parkway; thence run North along the centerline of said Cahaba Valley Parkway for 54.71 feet to a point; thence 90 deg. left and run Westerly for 30.00 feet to a point on the West right of way line of said Cahaba Valley Parkway, said point also being the point of beginning; thence continue Westerly along the last stated course for 220.00 feet; thence 90 deg. right and run Northerly for 275.17 feet to a point on the South right of line of Cahaba Valley Parkway West; thence 90 deg. right and run Easterly along the South line of said street for 170.00 feet to the beginning of a curve to the right; said curve subtending a central angle of 90 deg. and having a radius of 50.00 feet; thence run Southeasterly along the arc of said curve for 78.54 feet to the end of said curve, said point being on the West right of way line of Cahaba Valley Parkway; thence at tangent to said curve run Southerly along said right of way line for 225.17 feet to the point of beginning; being situated in Shelby County, Alabama.

SUBJECT TO:

1. Public utility easements as shown by recorded plat, including 15 feet on the Westerly side as shown on the survey by Joseph Miller dated June 17, 1993 for sanitary sewer.
2. Restrictions, covenants and conditions as set out in instrument(s) recorded in Real 268 page 140; Real 290 page 386; Real 325 page 929 and as Instrument #1992-15856 in Probate Office.
3. Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed 101 page 520 and Deed 145 page 378 in Probate Office.
4. Easement(s) to Alabama Power Company as shown by instrument recorded in Real 292 page 618 in Probate Office.

Inst # 1993-21108

07/19/1993-21108
01:37 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 KJS 20.00