

# 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: <b>2</b>	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  Pre-paid Acct. # _____		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office   <div style="transform: rotate(-90deg); transform-origin: center;">             Inst. # 1993-28791               09/20/1993-28791              08:05 AM CERTIFIED              SHELBY COUNTY JUDGE OF PROBATE              003 MCD 18.00           </div>
2. Name and Address of Debtor (Last Name First if a Person)  Ernest C. Lee and Candace S. Lee 4516 Valleydale Road Birmingham, Alabama 35242  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) SouthTrust Bank of Alabama National Association P. O. Box 2554 Birmingham, Alabama 35290 ATTN. Business Center Social Security/Tax ID # _____		4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)    
<input type="checkbox"/> Additional secured parties on attached UCC-E		

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

See Schedule I attached for description of collateral.

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

This UCC is filed as additional security for the indebtedness secured by the Mortgage executed and 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 \$ **275,000.00**  
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)

Signature(s) of Debtor(s)

Ernest C. Lee

Signature(s) of Debtor(s)

Candace S. Lee

Ernest C. Lee and Candace S. Lee

SouthTrust Bank of Alabama, National Association

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

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

SouthTrust Bank of Alabama, National Association

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 (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 under the Note secured by the Mortgage, or such collection is not otherwise restricted by the Mortgage.

Any capitalized term not specifically defined herein shall have the definition attributed to it in the Mortgage.

**EXHIBIT "A"**

**DESCRIPTION OF PROPERTY**

The following described property located in Shelby County, Alabama:

A parcel of land situated in the NE 1/4 of the NW 1/4 of Section 15, Township 19 South, Range 2 West, Shelby County, Alabama and more particularly described as follows:

Commence at the Northwest corner of the NE 1/4 of the NW 1/4; thence in a southerly direction along the west line thereof, a distance of 814.57 feet; thence 90 deg. left in an easterly direction, a distance of 625.94 feet to the Point of Beginning; thence an angle left of 44 deg. 56 min. 27 sec. in a northeasterly direction a distance of 193.48 feet; thence 132 deg. 38 min. 38 sec. right in a southerly direction, a distance of 342.82 feet to the northerly right of way line of Shelby Co. Highway No. 17; thence 97 deg. 56 min. 50 sec. right to tangent of a curve; said curve having a radius of 866.63 feet, a central angle of 9 deg. 58 min. 34 sec. and curving to the left; thence along the arc of said curve in a westerly direction, a distance of 150.89 feet; thence 94 deg. 19 min. 33 sec. right as measured from tangent of curve; thence in a northerly direction a distance of 204.54 feet to the Point of Beginning; being situated in Shelby County, Alabama.

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