

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

Important: Read Instructions on Back Before Filling out Form.

THIS FINANCING STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE

1. Debtor(s) (Last Name First) and address(es)  
KIDD, Jack Whitson  
2513 Rocky Ridge Road  
Birmingham, AL 35243  
GORRIE, M. Miller  
729 South 30th Street  
Birmingham, AL 35233

4. ☐ Debtor is a utility.

2. Secured Party (ies) and address(es)  
AmSouth Bank N.A.  
P. O. Box 11007  
Birmingham, AL 35288

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

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

All property described on Schedule I attached hereto and made a part hereof, some of which property is now or may become affixed to the real estate described in Exhibit A attached to said Schedule I, of which real estate Debtor is a record owner.

Complete only when filing with the Judge of Probate:  
6. The initial indebtedness secured by this financing statement is \$ \_\_\_\_\_  
Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ \_\_\_\_\_

7. ☐ This financing statement covers timber to be cut, 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 \_\_\_\_\_

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, Shelby County, Alabama

*Jack Whitson Kidd*  
Jack Whitson Kidd  
*M. Miller Gorrie*  
M. Miller Gorrie  
Signature(s) of Debtor(s)

AMSOUTH BANK N.A.

By: *John D. McArthur*  
Signature(s) of Secured Party (ies)  
(Required only if filed without debtor's Signature—see Box 9)  
As Its: SENIOR Vice President

(1) Filing Officer Copy — Alphabetical

11/28/1993-37082  
10:37 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
20.00  
005 NCO

Inst # 1993-37082



**SCHEDULE I  
TO  
FINANCING STATEMENT**

This financing statement covers the following items (or types) of property, whether now owned by the Debtor or hereafter acquired, created or arising:

1. The following described land, real estate, buildings, improvements, fixtures, furniture, and other personal property (which together with any additional such property hereafter acquired by the Debtor and subject to the security interest created by the mortgage to which this financing statement pertains (the "Mortgage"), or intended to be so, as the same may be from time to time constituted, is hereinafter sometimes referred to as the "Mortgaged Property") to-wit:

(a) All the tracts or parcels of land particularly described in Exhibit A attached hereto and made a part hereof.

(b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the property described in Exhibit A, and all fixtures, machinery, equipment, furniture, 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.

(c) All building materials, equipment, fixtures, fittings, and personal property 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 herein, whether such materials, equipment, fixtures, fittings, and personal property are actually located on or adjacent to said real estate or not, and whether in storage or otherwise, wheresoever the same may be located, including, 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.

2. 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 owed or hereafter acquired by the Debtor, and the reversion and reversions, remainder and remainders, rents, issues, and 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 Mortgaged Property 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.

3. All personal property of the Debtor located on the Mortgaged Property.

4. All proceeds of any of the property described above.

## EXHIBIT "A"

### PARCEL I:

Commence at the N.W. corner of the N.W. 1/4 of the N.E. 1/4 of Section 5, T.S. 19S, R1W, Shelby County, Alabama and run thence Easterly along the North line of said quarter-quarter a distance of 333.60' to a point; thence turn an angle of 22° 00' to the right and run a distance of 100.0 feet to the point of beginning of the property being described; thence continue along last described course a distance of 524.0 feet to a point; thence turn an angle of 95° 25' 58" to the right and run Southwesterly a distance of 275.98 feet to a point; thence turn an angle of 84° 34' 02" to the right and run Northwesterly a distance of 262.0 feet to a point; thence turn an angle of 95° 25' 58" to the right and run Northerly a distance of 15.0 feet to a point; thence turn an angle of 95° 25' 58" to the left and run Northwesterly a distance of 262.0 feet to a point; thence turn an angle of 95° 25' 58" to the right and run Northeasterly a distance of 260.98 feet to the point of beginning.

### PARCEL II - NON-EXCLUSIVE EASEMENT:

Commence at the N.W. corner of the N.W. 1/4 of the N.E. 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, and run thence Easterly along the North line of said quarter quarter a distance of 333.60 feet to a point; thence turn an angle of 22 degrees 00 minutes 00 seconds right and run a distance of 100.0 feet to a point, said point being the northwesterly corner of the said 3.215 acre parcel; thence turn an angle of 95 degrees 25 minutes 58 seconds right and run Southwesterly a distance of 260.98 feet to the Southwesterly corner of said same parcel; thence turn an angle of 95 degrees 25 minutes 58 seconds left and run a distance of 12.50 feet to the centerline point of beginning of the easement being described, said easement being 25.0 feet in width, 12.50 feet each side of centerline; thence turn an angle of 95 degrees 25 minutes 58 seconds right and run Southwesterly along said centerline of said proposed easement a distance of 83.54 feet to a point; thence turn an angle of 14 degrees 44 minutes 02 seconds right and run southwesterly along centerline of same said proposed easement a distance of 170.95 feet to P.C. (Point of curvature) of a curve to the right having a central angle of 29 degrees 18 minutes 00 seconds and a radius on centerline of 115.0 feet; thence continue along the arc of said curve on the centerline of same an arc distance of 58.81 feet to the P.T. (Point of Tangency); thence continue last describe course along tangent of said curve a distance of 7.07 feet to the centerline intersection of the Robert Smith property line and the beginning of a 15.0 foot wide strip of land awarded to Robert Smith by Court decree as access to Highway 280, said centerline of easement being 7.50 feet each line of said 15.0 foot strip; thence continue along last described course a distance of 13.71 feet to the intersection of centerline of easement with the East right of way line of U. S. 280 Highway and the end of easement.



**PARCEL III:**

Commence at the Northwest corner of the Northwest Quarter of the Northeast Quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama and run thence North 86 degrees 45 minutes East along the North line of said Quarter-Quarter a distance of 333.60 feet to a point; thence South 30 degrees 30 minutes West a distance of 239.40 feet to a point on the Northeasterly bank of a branch; thence South 12 degrees 30 minutes East along said Northeasterly bank a distance of 97.30 feet to a point; thence South 23 degrees 00 minutes West continuing along said Northeasterly bank a distance of 108.00 feet to the POINT OF BEGINNING of the property herein described; thence South 53 degrees 00 minutes West continuing along said Northeasterly bank of said branch a distance of 98.50 feet to a point; thence South 23 degrees 30 minutes West a distance of 50.76 feet to a point on the Northwesterly line of a 25 foot access easement; thence North 72 degrees 12 minutes 02 seconds East along said Northwesterly line of said Access Easement a distance of 17.48 feet to the P.C. of a curve to the left having a central angle of 33 degrees, 52 minutes, 14 seconds, a radius of 69.60 feet an arc distance of 41.14 feet to the P.T. of said curve; thence North 38 degrees, 19 minutes, 48 seconds East continuing along said Northwesterly line of said 25 foot access Easement a distance of 39.52 feet to a point; thence North 19 degrees 05 minutes 25 seconds West a distance of 49.08 feet to the POINT OF BEGINNING.

Inst # 1993-37082

11/22/1993-37082  
10:37 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 MCD 20.00