

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

Important: Read Instructions on Back Before Filling out Form.

REORDER FROM:
American Printing Co.
(205) 254-3171

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

No. of Additional
Sheets Presented:

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

1. Return copy or recorded original to:

NATIONAL BANK OF COMMERCE
P. O. BOX 10686
BIRMINGHAM, ALABAMA 35202-0686

Pre-paid Acct. #

2. Name and Address of Debtor

(Last Name First if a Person)

Eli T. Stevens
3161 Guilford Road
Birmingham, AL 35223

Social Security/Tax ID #

2A. Name and Address of Debtor

(IF ANY)

(Last Name First if a Person)

Patricia M. Stevens
3161 Guilford Road
Birmingham, AL 35223

Social Security/Tax ID #

☒ Additional debtors on attached UCC-E

3. SECURED PARTY (Last Name First if a Person)

NATIONAL BANK OF COMMERCE
P. O. BOX 10686
BIRMINGHAM, ALABAMA 35202-0686

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

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

See Schedule 1 attached hereto and made a part hereof.

This financing statement is given as additional security to
Mortgage, Security Agreement and Assignment of Rents and Leases
dated January 28, 1994 by the debtor in favor of secured party
and recorded in _____ Book, _____ Page.

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 \$ 2,050,000.00

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

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)

See signature page attached

Signature(s) of Debtor(s)

Eli T. Stevens

Signature(s) of Debtor(s)

Patricia M. Stevens

Type Name of Individual or Business

(X) James A. Powell

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

James A. Powell, Vice President

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

National Bank of Commerce of B'ham.

Type Name of Individual or Business

(1) FILING OFFICER COPY — ALPHABETICAL

(2) FILING OFFICER COPY — NUMERICAL

(3) FILING OFFICER COPY — ACKNOWLEDGEMENT

(4) FILE COPY — SECOND PARTY(S)

(5) FILE COPY DEBTOR(S)

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1

Approved by The Secretary of State of Alabama

UNIFORM COMMERCIAL CODE ADDITIONAL SHEET UCC-E

Important: Read Instructions on Back Before Filling out Form.

1) Page _____ of _____

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

Eli's, Inc.
3161 Guilford Road
Birmingham, AL 35223

Social Security/Tax ID #. [REDACTED]

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

Inst # 1994-03469
02/02/1994-03469
10:51 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
009 MCD 24.00

1A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)

Social Security/Tax ID #. _____

2. SECURED PARTY (Last Name First if a Person)

NATIONAL BANK OF COMMERCE
P. O. BOX 10686
BIRMINGHAM, ALABAMA 35202-0686

2B.

5. This Additional Sheet covers the following Additional Types (or items) of Property:

5A. Collateral Code:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

See signature page attached

Signature(s) of Debtor(s)

Signature(s) of Debtor(s)

Eli's, Inc.

Type Name of Individual or Business

(X)

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

James A. Powell, Vice President

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

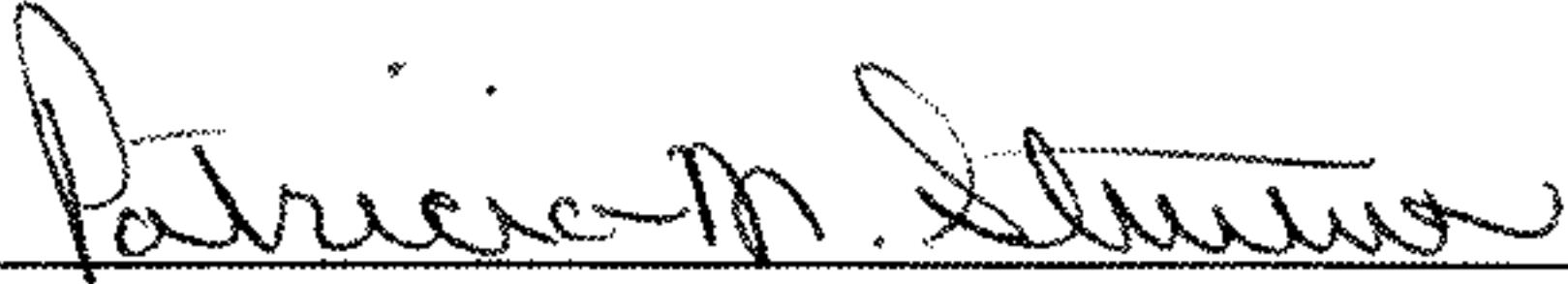
National Bank of Commerce of B'ham.

Type Name of Individual or Business

DEBTORS' SIGNATURE PAGE

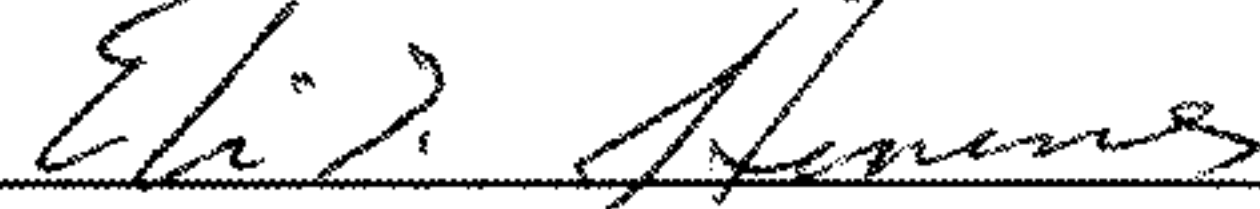


Eli T. Stevens



Patricia M. Stevens

ELI'S, INC., an Alabama corporation

By: 

Its: 

**SCHEDULE I
TO
FINANCING STATEMENT**

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

(a) **Land.** All those certain lot(s), piece(s) or parcel(s) of land located in Shelby County, Alabama more particularly described in Exhibit A, as the description of the same may be amended or supplemented from time to time, and all and singular the reversions and remainders in and to said land and the tenements, hereditaments, easements, rights-of-way or use, rights (including mineral and mining rights, and all water, oil and gas rights), privileges, royalties and appurtenances to said land, now or hereafter belonging or in anywise appertaining thereto, including any right, title, interest in, to or under any agreement or right granting, conveying or creating, for the benefit of said land, any easement, right or license in any way affecting other property and in, to or under any streets, ways, alleys, vaults, gores or strips of land adjoining said land or any parcel thereof, or in or to the air space over said land, all rights of ingress and egress by motor vehicles to parking facilities on or within said land, and all claims or demands of the Debtors either at law or in equity, in possession or expectancy of, in or to the same (all of the foregoing hereinafter collectively called the "Land").

(b) **Improvements.** All buildings, structures, facilities and other improvements now or hereafter located on the Land, and all building material, building equipment and fixtures of every kind and nature now or hereafter located on the Land or attached to, contained in, or used in connection with, any such buildings, structures, facilities or other improvements, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, now owned or hereafter acquired by the Debtors (all of the foregoing hereinafter collectively called the "Improvements," and together with the Land called the "Real Property").

(c) **Personal Property.** All chattels and other articles of personal property and fixtures, both tangible and intangible (including appurtenances, additions and accessions thereto and replacements, substitutions, betterments and renewals thereof), of every kind or character now owned or hereafter constructed, created or acquired by the Debtors and attached to the Real Property; or placed on the Real Property and used or useful in connection with, or in any way appertaining or relating to, the Real Property (or the operations of the Debtors thereon) though not attached to the Real Property; or for which the proceeds of any credit secured by this financing statement have been or may be advanced, wherever the same may be located; including: (i) all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows, hardware, wires, wiring and other building materials; and (ii) all machinery, equipment, appliances and fixtures for generating or distributing air, water, heat, electricity, light, fuel or refrigeration, or for incinerating or compacting plants, or for ventilating or sanitary purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse, sewage, or garbage, and all furniture, furnishings, decorations, art, mirrors, wall-beds, wall-safes, built-in furniture, appliances and installations, linens, towels, cutlery, dishes, shelving, partitions, screens, doorstops, vaults, elevators, escalators, dumbwaiters,

awnings, window shades, venetian blinds, curtains, window treatments, light fixtures, bathroom fixtures, fire hoses and brackets and boxes for same, fire sprinklers, alarm systems, drapery rods and brackets, screens, storm doors and windows, linoleum, carpets, rugs, wall coverings, plumbing, laundry and drying equipment, vacuum and other cleaning systems and equipment, call systems, switchboards, iceboxes, refrigerators, heating units, dishwashing equipment, stoves, ovens, water heaters, generators, tanks, motors, engines, boilers, furnaces, incinerators, garbage disposers, video and audio equipment, entertainment equipment and systems, recreation equipment, communication systems, and signage and graphics (all of the foregoing hereinafter collectively called the "Personal Property").

(d) **Tenant Leases and Rents.** (i) All leases, subleases, lettings and licenses, and other use and occupancy agreements, written or oral, covering any of the Real Property or Personal Property with respect to which any of the Debtors is the lessor, licensor or sublessor, including any of the same now in existence, and any and all other such agreements hereafter made or entered into (all of the foregoing hereinafter collectively called the "Tenant Leases"); (ii) any and all guaranties of the performance of the lessee, licensee, sublessee or occupant (all of the foregoing hereinafter collectively called the "Tenants") under any of the Tenant Leases; (iii) the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or that may become due or to which the Debtors may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Tenant Leases, the Real Property, the Personal Property, or any part thereof, including minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any Tenant upon the exercise of any cancellation privilege provided for in any of the Tenant Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Real Property or Personal Property, together with any and all rights and claims of any kind that the Debtors may have against any Tenant; and (iv) any award, dividend or other payment made hereafter to any of the Debtors in any court procedure involving any of the Tenants in any bankruptcy, insolvency or reorganization proceedings before any Governmental Authority and any and all payments made by Tenants in lieu of rent.

(e) **Insurance Policies.** All policies of hazard insurance now or hereafter in effect that insure the Improvements, the Personal Property, or any part thereof, together with all right, title and interest of each of the Debtors in and to each and every such policy, including any premiums paid and rights to returned premiums.

(f) **Litigation Awards.** All judgments, damages, settlements, awards, payments and compensation, including all interest thereon, together with the right to receive the same, that may be made or due to any of the Debtors or any subsequent owner of any of the Real Property, the Personal Property or any other property or rights conveyed or encumbered hereby, as a result of (i) the exercise of the right of eminent domain or condemnation, (ii) the alteration of the grade or of any street or (iii) any other injury to or diminution or decrease in value of the

Real Property, the Personal Property, the Tenant Leases, the Rents or any other such property or rights.

(g) **General Intangibles and Agreements.** (i) All general intangibles relating to the development or use of the Real Property, the Personal Property, or any other property or rights conveyed or encumbered hereby, or the management and operation of any business of the Debtors thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals and other trade secrets; (ii) the good will of any business conducted or operated on the Real Property, all governmental licenses and permits relating to the construction, renovation or operation thereof, and all names under or by which the same may at any time be operated or known and all rights to carry on business under any such names or any variant thereof; and (iii) and all contracts and agreements (including leasing, management, operating and concession agreements) affecting the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage to which this financing statement relates, or used or useful in connection therewith, whether now or hereafter entered into.

(h) **Supplemental Documents.** All changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing.

(i) **Proceeds.** All proceeds (including insurance proceeds) of any of the foregoing, or of any part thereof.

(j) **Other Property.** Any and all other real or personal property, rights, titles and interests from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred to Secured Party, or in which the Secured Party is granted a security interest, as and for additional security hereunder by the Debtors, or by anyone on behalf of, or with the written consent of, the Debtors.

Some of the above-described property is now, or may in the future become, affixed to the Land described in Exhibit A. The Debtors are record owners of the Land.

THIS FINANCING STATEMENT IS TO BE CROSS-INDEXED IN THE
REAL ESTATE MORTGAGE RECORDS.

EXHIBIT A

(Legal Description)

Parcels of land situated in the NE 1/4 of the SE 1/4 of Section 31, Township 18 South, Range 1 West described as follows:

Parcel A

Commence at the Northeast corner of the NE 1/4 of the SE 1/4 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama; thence run West along the North line of said 1/4 1/4 section for a distance of 1064.0 feet to a point; thence turn an angle left of 90 deg. 42 min. and run in a southerly direction for a distance of 560.0 feet to the point of beginning; thence continue on last described course for a distance of 260.0 feet to a point; thence turn an angle right of 90 deg. 42 min. and run West for a distance of 266.0 feet; thence turn an angle right of 89 deg. 18 min. and run in a Northerly direction for a distance of 260.0 feet; thence turn an angle right of 90 deg. 42 min. and run East for a distance of 266.0 feet to the point of beginning.

LESS AND EXCEPT the West 150 feet of the South 100 feet of the above described property.

ALSO EXCEPTED from this conveyance is the well which provides water to the 100 foot X 150 foot lot located at the SW corner of the property conveyed, which said well is and shall remain a part of the lot excluded from this conveyance by Grantors.

Parcel B

Commence at the Northeast corner of the NE 1/4 of the SE 1/4 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama; thence run West along the North line of said 1/4 1/4 section for a distance of 1064.0 feet to a point; thence turn an angle left of 90 deg. 42 min. and run in a southerly direction for a distance of 1080.0 feet to the point of beginning; thence continue on last described course for a distance of 194.60 feet to a point on the Northerly right of way line of U.S. Highway No. 280; thence turn an angle right of 83 deg. 13 min. and run Southwesterly along said right of way line for a distance of 145.63 feet; thence turn an angle right of 54 deg. 47 min. 30 sec. and run along right of way line for a distance of 141.71 feet to a point; thence turn an angle right of 42 deg. 36 min. 30 sec. and run in a Northerly direction for a distance of 50.0 feet; thence turn an angle left of 90 deg. 00 min. and run West for a distance of 10.0 feet; thence turn an angle right of 90 deg. 00 min. and run in a Northerly direction for a distance of 59.41 feet to a point; thence turn an angle right of 90 deg. 05 min. and run east for a distance of 248.28 feet to the point of beginning.

EXHIBIT A

(Legal Description)

Parcel C

Commence at the Northeast corner of the NE 1/4 of the SE 1/4 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama; thence run West along the North line of said 1/4 1/4 section for a distance of 1064.0 feet to a point; thence turn an angle left of 90 deg. 42 min. and run in a Southerly direction for a distance of 820.0 feet to the point of beginning; thence continue on last described course for a distance of 260.0 feet to a point; thence turn an angle right of 90 deg. 42 min. and run West for a distance of 248.28 feet to a point; thence turn an angle right of 89 deg. 55 min. and run in a Northerly direction for a distance of 40.59 feet to a point; thence turn an angle left of 90 deg. 00 min. and run West for a distance of 18.16 feet; thence turn an angle right of 89 deg. 23 min. and run in a Northerly direction for a distance of 219.43 feet to a point; thence turn an angle right of 90 deg. 42 min. and run East for a distance of 266 feet to the point of beginning.

Parcel D

Begin at the Northwest corner of the NE 1/4 of the SE 1/4 of Section 31, Township 18, Range 1 West, and run North 88 deg. 20 min. East 532 feet for a point of beginning of the lot herein conveyed; from said point of beginning, run thence North 88 deg. 20 min. East 266 feet; thence South 2 deg. 45 min. East 323 feet; thence South 87 deg. 15 min. West 266 feet; thence North 2 deg. 45 min. East 323 feet to the point of beginning, and being a part of the NE 1/4 of the SE 1/4 of Section 31, Township 18, Range 1 West, Shelby County, Alabama.

Parcel E

Commence at the Northeast corner of the NE 1/4 of the SE 1/4 of Section 31, Township 18 South, Range 1 West and run in a Westerly direction along the 1/4 1/4 line a distance of 271.21 feet to the point of beginning; thence deflect 90 deg. 28 min. 40 sec. to the left and leaving said 1/4 1/4 line run in a Southerly direction a distance of 1178.07 feet to a point on the North right of way line of U.S. Highway 280; thence turn an interior angle of 95 deg. 56 min. 20 sec. and run to the right in a Westerly direction along said right of way line a distance of 269.23 feet to a point; thence turn an interior angle of 83 deg. 58 min. 30 sec. and leaving said right of way line run to the right in a Northerly direction a distance of 1208.15 feet to a point on the previously described 1/4 1/4 line; thence turn an interior angle of 89 deg. 36 min. 30 sec. and run to the right in an easterly direction along said 1/4 1/4 line a distance of 266.00 feet to the point of beginning.

EXHIBIT A

(Legal Description)

Parcel F

A tract of land located in Section 31, Township 18 South, Range 1 West described as follows:

Commence at the Southeast corner of Section 31, Township 18 South, Range 1 West, thence run North along the East line of said Section a distance of 1663.70 feet; thence turn an angle of 90 deg. 18 min. 08 sec. to the left and run a distance of 799.06 feet to the point of beginning; thence turn an angle of 90 deg. 00 min. to the left and run a distance of 271.52 feet to the North right of way of U.S. Hwy. No. 280; thence turn an angle of 83 deg. 08 min. to the right and run along said right of way a distance of 267.18 feet; thence turn an angle of 96 deg. 47 min. to the right and run a distance of 1274.60 feet; thence turn an angle of 90 deg. 42 min. to the right and run a distance of 266.00 feet; thence turn an angle of 89 deg. 16 min. 31 sec. to the right and run a distance of 968.27 feet to the point of beginning.

Situated in the NE 1/4 of the SE 1/4 of Section 31, Township 18 South, Range 1 West, Huntsville Meridian, Shelby County, Alabama.

All being situated in Shelby County, Alabama.

Inst # 1994-03469

02/02/1994-03469
10:51 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
009 MCD 24.00