

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

<input type="checkbox"/> 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: LAWSON AND DAVIS Pamela Byerly Watkins, Esq. 2200 Peachtree Center Tower 230 Peachtree Street, N.W. Atlanta, Georgia 30303 Pre-paid Acct. # _____		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office <div style="transform: rotate(-90deg); transform-origin: center;"> Inst # 1994-10440 </div> <div style="transform: rotate(-45deg); transform-origin: center;"> 03/30/1994-10440 PM CERTIFIED 04:06 PM JUDGE OF PROBATE SHELBY COUNTY JUDGE OF PROBATE 19.00 004 MCD </div>
2. Name and Address of Debtor (Last Name First if a Person) Choi, Ki Chon 4618 U.S. Highway 280 South Birmingham, Alabama 35242 Social Security/Tax ID # _____		
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person) Choi, Seung Woo 4618 U.S. Highway 280 South Birmingham, Alabama 35242 Social Security/Tax ID # _____		
<input type="checkbox"/> Additional debtors on attached UCC-E		
3. SECURED PARTY (Last Name First if a Person) The Citizens Bank 402 Washington Street Gainesville, Georgia 30501 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:

All those items of property described in Exhibit "B" attached hereto, some of which may be or become fixtures attached to the real property described in Exhibit "A" attached hereto.

THIS IS A FIXTURE FILING TO BE CROSS-INDEXED IN THE REAL ESTATE RECORDS.

REAL ESTATE MORTGAGE FILED SIMULTANEOUSLY WITH TAXES PAID THEREON; THEREFORE, NO TAX IS DUE HEREIN. FILED AS ADDITIONAL SECURITY TO MORTGAGE RECORDED IN BOOK 1994, PAGE 10438 ON 3-30-94 (DATE).
Inst # _____

RECORD OWNER OF REAL ESTATE: DEBTOR

Check X if covered: ☒ Products of Collateral are also covered. Filed: Shelby County Probate Judge

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 \$ 880,000.00
Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ mtg. filed simultaneously
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) **KI CHON CHOI**

Signature(s) of Debtor(s) **SEUNG WOO CHOI**

Type Name of Individual or Business

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

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

Type Name of Individual or Business

EXHIBIT "A"

Lot 3 of Key Pointe Shopping Center also a part of Lot 4, of Key Pointe Shopping Center as recorded in Map Book 13, page 61, in the Probate Office of Shelby County, Alabama. A part of Lot 4 more particularly described as follows:

Begin at the Northwest corner of Lot 4 of Key Pointe Shopping Center for a point of beginning, thence run South $50^{\circ}48'25''$ East along the Northeast line of said Lot 4 for a distance of 114.27 feet to the Southerly corner of Lot 3 for Key Pointe Shopping Center; thence run South $39^{\circ}11'35''$ West for a distance of 38.21 feet; thence run North $51^{\circ}07'16''$ West for a distance of 83.06 feet to the West line of said Lot 4; thence run North $00^{\circ}17'00''$ East along the West line of said Lot 4 for a distance of 49.69 feet to the point of beginning.

This is the same property as hereinafter described:

Commence at the Southwest corner of the Northwest Quarter of the Northwest Quarter of Section 36, Township 18 South, Range 2 West; thence run north along the west line of said quarter-quarter section North $00^{\circ}17'00''$ East a distance of 289.28 feet to the point of beginning; thence continue along last described course a distance of 327.48 feet to the southerly right of way of Highway 280; thence run South $61^{\circ}47'04''$ east along said right of way a distance of 67.24 feet; thence run North $28^{\circ}12'56''$ East, a distance of 10.00 feet to a point of a curve to the right having a radius of 2230.00 feet and a central angle of $05^{\circ}49'54''$ East, thence run south $58^{\circ}52'09''$ East along the chord of said curve a chord distance of 226.89 feet; thence leaving said right of way run south $39^{\circ}11'35''$ west a distance of 308.81 feet; thence run North $51^{\circ}07'16''$ West a distance of 83.06 feet to the point of beginning.

EXHIBIT "B"

THE TYPES OR ITEMS OF COLLATERAL COVERED BY THIS FINANCING STATEMENT ARE AS FOLLOWS:

1. All buildings, structures and improvements of every nature whatsoever now or hereafter situated on that certain real property more particularly described in Exhibit "A" (hereinafter referred to as 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, fire extinguishers and any other safety equipment required by governmental regulation or law, washers, dryers, water heaters, mirrors, mantels, air conditioning apparatus, refrigerating plans, refrigerators, cooking apparatus and appurtenances, window screens, awning and storm sashes, which are or shall be attached to said buildings, structures or improvements and all other fixtures 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 use, operation or enjoyment of the Land, including all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements and substitutions, or proceeds from a permitted sale of any of the foregoing, and all the right, title and interest of Debtor in any such fixtures subject to or covered by any prior security agreement, conditional sales contract, chattel mortgage or similar lien or claim, together with the benefit of any deposits or payment now or hereafter made by Debtor or on behalf of Debtor, any property acquired with cash proceeds of any of the fixtures described hereinabove; all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Land as between the parties hereto and all persons claiming by, through or under them. The location of the above-described collateral is also the location of the Land.

2. 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 estates, rights, titles, interest, privileges, liberties, tenements, hereditaments and appurtenances, reversion and reversions, remainder and remainders, whatsoever, in any way belonging, relating or appertaining to the Land 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.

3. All income, rents, issues, profits and revenues of the Land from time to time accruing (including without limitation all payments under leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits whether held by

Debtor or in a trust account, and escrow funds), and all 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.

THE SECURITY AGREEMENT TO WHICH THIS FINANCING STATEMENT RELATES IS CONTAINED IN THAT CERTAIN MORTGAGE AND SECURITY AGREEMENT GIVEN BY DEBTOR TO SECURED PARTY AND RECORDED IN PUBLIC RECORDS OF SHELBY COUNTY, ALABAMA.

INST NO. 1994-10440

03/30/1994-10440

04:06 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

004 MCD 19.00