

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, Esq. 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 Inst # 1994-18491 06/09/1994-18491 08:14 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 17.00 003 MCD
2. Name and Address of Debtor (Last Name First if a Person) S & K General Partnership P. O. Box 447 Pelham, Alabama 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 attached Schedule I for description of Collateral.

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

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

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) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> already subject to a security interest in another jurisdiction when debtor's location changed to this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest is perfected. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of debtor <input type="checkbox"/> 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 \$ 120,000.00 Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ -0- 8. <input type="checkbox"/> 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)
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Signature(s) of Secured Party(ies)
(Required only if filed without debtor's Signature — see Box 6)

S & K General Partnership
BY *[Signature]*
Signature(s) of Debtor(s)
BY *[Signature]*
Type Name of Individual or Business

SouthTrust Bank of Alabama, National Association
BY *[Signature]*
Signature(s) of Secured Party(ies) or Assignee
Signature(s) of Secured Party(ies) or Assignee
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

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 described in and to be secured by the Mortgage and Security Agreement 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 capitalized term not specifically defined herein shall have the definition attributed to it in the Mortgage.

Exhibit A

A parcel of land in the NE 1/4 of the SW 1/4 of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama; described as follows:
Commence at the Southwest corner of said Section 13,
Thence run East along the South section line 1787.69 feet,
Thence turn left 90 deg. 00 min. 00 sec. and run North 1967.61 feet,
Thence turn right 110 deg. 09 min. 19 sec. and run Southeast 159.91 feet to the point of beginning.
Thence continue last course 135.71 feet to a point on the Westerly right of way of Yeager Parkway (70 foot right of way),
Thence turn left 96 deg. 39 min. 25 sec. and run Northeast 17.84 feet to the point of a clockwise curve having a delta angle of 03 deg. 02 min. 47 sec. and a radius of 2856.84 feet,
Thence continue Northeast along the arc of said curve and right of way 151.90 feet,
Thence turn left 86 deg. 23 min. 22 sec. from tangent and run Northwest 133.34 feet,
Thence turn left 94 deg. 30 min. 00 sec. and run Southwest 169.52 feet to the point of beginning. The Southwest property line of the above described parcel is the centerline of a 30 foot easement for ingress and egress; being situated in Shelby County, Alabama.

Inst # 1994-18491

06/09/1994-18491
08:14 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 17.00