

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

**Important: Read Instructions on Back Before Filling out Form.**

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

No. of Additional  
Sheets Presented: **0**

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

1. Return copy or recorded original to:

**THE PEOPLES BANK  
P. O. BOX 157  
WOODSTOCK, AL 35188**

Pre-paid Acct. # \_\_\_\_\_

2. Name and Address of Debtor

(Last Name First if a Person)

**DESMOND, KYLE  
ROUTE 1 BOX 491  
WEST BLOCTON, AL  
35184**

Social Security/Tax ID# \_\_\_\_\_

2A. Name and Address of Debtor

(IF ANY)

(Last Name First if a Person)

Social Security/Tax ID # \_\_\_\_\_

☐ Additional debtors on attached UCC-E

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

**THE PEOPLES BANK  
P. O. BOX 157  
WOODSTOCK, AL 35188**

Social Security/Tax ID # \_\_\_\_\_

☐ Additional secured parties on attached UCC-E

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

**RECORD OWNER: C W MCQUEEN**

**40 ACRES OF TIMBER LOCATED IN SECTION 23, TOWNSHIP 21 SOUTH, RANGE 2  
WEST SHELBY COUNTY AL. ALSO SEE ATTACHED EXHIBIT "A"**

5A. Enter Code(s) From  
Back of Form That  
Best Describes The  
Collateral Covered  
By This Filing:

**REAL ESTATE DESCRIPTION: SE1/4 OF SE1/4 OF SECTION 23, TOWNSHIP 21  
SOUTH, RANGE 2 WEST SHELBY COUNTY AL**

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 \$

☒ 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)

Signature(s) of Debtor(s)

**KYLE DESMOND**

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

STANDARD FORM – UNIFORM COMMERCIAL CODE – FORM UCC-1  
Approved by The Secretary of State of Alabama

(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)

Inst # 1994-22790  
Inst # 1994-22790

07/20/1994-22790  
08:43 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
41.25  
004 MCD

15,500.00

23.25

## STATE OF ALABAMA

THIS AGREEMENT, made and entered into this the 16th day of July

(hereinafter called the "Seller") and Kyle A. Desmond

(hereinafter called the "Buyer").

1. The Seller does hereby grant, bargain, sell, and convey to the Buyer and the Buyer hereby purchase from the Seller the following timber and/or trees as designated below:

Pine, Poplar and Gum.

2. The above described timber and/or trees conveyed hereby is located on the ~~to~~ following described real estate in SHELBY County, Alabama, to-wit:

SE $\frac{1}{4}$  of SE $\frac{1}{4}$  of S23, T21S, R2W 40 Acres  $\pm$ .

3. The Buyer agrees to pay to the Seller for the timber and/or trees hereby conveyed as follows:

• \$15,500.00

4. The Seller expressly covenants and agrees to and with the Buyer that Seller is lawfully seized in fee simple of the timber and/or hereinabove described and conveyed; that the same is free from any and all liens, mortgages and encumbrances; that Seller has a good and perfect right to sell and convey the same as aforesaid; and that Seller does and will, and his executors and administrators shall, forever warrant and defend the title to said timber and/or trees, and the possession thereof, unto Buyer, its successors and assigns, against the lawful claim of claims of any and all persons whomsoever.

5. The Seller hereby gives and grants unto the Buyer the right to enter said above described lands and to cut and remove therefrom the timber and/or trees hereby conveyed, it being expressly understood, however, that in cutting and removing said timber and/or trees the Buyer shall not cut from or off of said lands any timber and/or trees other than those hereby conveyed, except such small timber or trees as may be necessary to cut and remove in felling, cutting, and removing said timber and/or trees hereby conveyed, or in order to open up necessary roadways to enable the Buyer to haul from said land the timber and/or trees hereby conveyed.

Kyle Allen Osmond  
 7-18-94



6. All public utility lines, ditches, and fences located on the above described lands shall be protected by the Buyer so far as possible in logging operations. Roads and trails shall as far as possible be kept free of logs, tops, brush, and debris resulting from the Buyer's operation, but the Seller shall not be liable for any claims for damages which may arise from the exercise by the Buyer of the rights herein granted.

7. The Buyer agrees to use reasonable precaution against fire starting on said land, and in the event fires occur on said land or on any other land of Seller in the vicinity thereof, the Buyer shall immediately notify the Seller and the State Division of Forestry of the location of the fire, and shall use reasonable means to extinguish said fire and to prevent damage to the timber, trees, and timber growth on said land.

8. The Buyer shall report and pay to the State of Alabama the Forest Products Severance Tax for timber and pulpwood cut under this agreement.

9. The Buyer is the exercise of the rights herein granted shall not in any way interfere with the reasonable use by the Seller of said land or with the reasonable use by grantees, contractors, or agents of the Seller or any portion of said land under rights heretofore or hereafter granted by the Seller. It is also agreed that as to timber and pulpwood herein conveyed but reserved to the Seller that the Seller reserves and has the right to sell and convey said timber and pulpwood to other parties, together with the privilege of cutting and removing the same on any or all parts of the above described lands.

10. It is distinctly understood and agreed that the Seller has no right and retains no right with regard to the details of the work, personnel of the workers, or the hours of work, or other conditions of the employment of those employed or used by the Buyer, or any contractor of the Buyer, in the performance of this work.

11. The Buyer is hereby given and granted the privilege of conveying to others all of the timber and/or trees hereby conveyed and all of the rights with reference thereto hereby vested in the Buyer.

12. This contract shall become effective on the 16th day of July, 1994 and shall terminate and end as soon as all of the timber and/or trees hereby conveyed is cut and removed from said lands, or on the 16 day of December, 1995 whichever is the earlier, and on such date all of the rights and interest of the Buyer hereunder shall cease and terminate and the title to all timber and/or pulpwood then standing, lying, or growing on said lands shall revert to the Seller.

13. This agreement shall be subject to the following additional terms and conditions.

*Thy. Allen O'Connell*  
7-18-94

EXHIBIT "A" PAGE 3

Witness as to Seller:

Henry McQueen

Seller:

Henry McQueen

Witness as to Buyer:

J.W. McQueen  
Thomas E. Fambro Jr.

Buyer:

Kyle Allen Diamond

\* 1994-22790

07/20/1994-22790  
08:43 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 MCD 41.25

7-18-94