

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

Important: Read Instructions on Back Before Filling out Form.

REORDER FROM
Registre, Inc.
314 PIERCE ST.
P.O. BOX 218
ANDOKA, MN. 55303
(612) 421-1713

☐ 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.
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1. Return copy or recorded original to:

Melissa N. Ridgeway, Esq.
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North
2400 AmSouth/Harbert Plaza
Birmingham, Alabama 35203

Pre-paid Acct. # _____

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

Lumpkin, Edwin B., Jr.
730 North Eighth Street
Bessemer, Alabama 35020

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. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)

National Bank of Commerce of Birmingham
1927 First Avenue North
Birmingham, Alabama 35203

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 I and Schedule II attached hereto and incorporated herein by reference

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

Inst # 1994-34899
 11/23/1994-34899
 03:26 PM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
 012 SNA 26.00

FILED WITH:

Office of Judge of Probate of Shelby County

4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)

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

1	0	0	—	—	—
3	0	0	—	—	—
5	0	0	—	—	—
6	0	0	—	—	—
7	0	0	—	—	—
8	0	0	—	—	—

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) \$ _____

☒ 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)

Signature(s) of Debtor(s)

Edwin B. Lumpkin, Jr.

Type Name of Individual or Business

National Bank of Commerce of Birmingham

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

By:

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

Its:

Type Name of Individual or Business

**SCHEDULE I
TO
FINANCING STATEMENT**

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

(a) **Land**. The land located in Shelby County, Alabama more particularly described in Exhibit A, and all reversions and remainders in and to said land and all tenements, hereditaments, easements, rights-of-way, 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 and 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 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 to parking facilities on or within said land; and all claims or demands of Borrower either at law or in equity, in possession or expectancy of, in or to any of 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 materials, 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 Borrower (all of the foregoing hereinafter collectively called the "Improvements," and together with the Land called the "Real Property").

(c) **Personal Property**. All goods, equipment, inventory, supplies and other items or types of tangible personal property (including additions and accessions thereto and replacements and substitutions therefor) now owned or hereafter created or acquired by the Borrower and attached to the Real Property (other than fixtures); or placed on the Real Property and used or useful in connection with, or in any way pertaining or relating to, the Real Property or the use and occupancy thereof, 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 (hereinafter collectively called the "Personal Property").

(d) **Rents and Leases.** All leases, subleases, lettings and licenses, and other use and occupancy agreements, now or hereafter pertaining to any of the Real Property or Personal Property, and all rents, profits, issues and revenues of the Real Property and Personal Property now or hereafter accruing.

(e) **Insurance Policies.** All policies of hazard insurance now or hereafter in effect that insure the Improvements, the Personal Property, or any of the other property conveyed or encumbered by the mortgage to which this financing statement relates (the "Mortgage"), together with all right, title and interest of the Borrower in and to each and every such policy, and all proceeds thereof, 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 the Borrower or any subsequent owner of any of the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage, as a result of the exercise of the right of eminent domain or condemnation, the alteration of the grade of any street or any other injury to or diminution or decrease in value of the Real Property, the Personal Property or any other such property.

(g) **General Intangibles and Agreements.** (1) All general intangibles relating to the development or use of the Real Property, the Personal Property or any other property conveyed or encumbered hereby, or the management and operation of any business of the Borrower thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals and other trade secrets; (2) 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, 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 (3) all contracts and agreements (including leasing, construction, renovation, maintenance, engineering, architectural, management, operating and concession agreements) affecting the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage, or used or useful in connection therewith, whether now or hereafter entered into.

(h) **Construction Documents.** The Construction Contracts, the Plans and the other Construction Documents.

(i) **Loan Funds, etc.** (1) All loan funds held by the Lender, whether or not disbursed, (2) all funds from time to time on deposit in the construction account, (3) all reserves,

deferred payments, deposits, escrows, refunds, cost savings and payments of any kind related to the Project, and (4) all loan commitments and loan insurance related to the Project and all approvals, deposits, fees, applications and documents related thereto.

(j) **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 and all rights of the Borrower to modify or terminate, or waive or release performance or observance of any obligations or condition of any such document.

(k) **Proceeds**. All proceeds of any of the foregoing.

As used in this Schedule I, the following terms are defined as follows:

(a) **Borrower** means the debtor(s) described in this financing statement.

(b) **Construction Contracts** means the contracts between the Contractors and the Borrower providing for the construction of the Project, or any portion thereof.

(c) **Construction Documents** means (1) all plans and specifications for the Project, or any portion thereof (including the Plans); (2) all contracts with architects and engineers (including the Engineers) responsible for the design of any of the Project, the preparation or evaluation of any of such plans and specifications or the supervision of the construction of any of the Project; (3) all contracts to which the Borrower is a party (including the Construction Contracts) providing for the construction of any of the Project or the furnishing of labor or materials in connection therewith or the furnishing or installation of any equipment or other personal property in connection therewith; (4) all contracts to which the Borrower is a party providing for the management of the construction of any of the Project; (5) all rights of the Borrower as a third party beneficiary under all contracts and subcontracts pertaining to the Project as to which the Borrower is not a party; (6) all payment and performance bonds relating to any of the Project; and (7) all other contracts and agreements related to the design, management, construction, equipping and development of any of the Project. The Construction Documents include, without limitation, the documents described on Exhibit B to this financing statement.

(d) **Contractors** means any person who enters into contracts with the Borrower to construct, install, equip or develop the Project, or any portion thereof, or to furnish any labor or materials in connection therewith, or to furnish or install any equipment or other personal property in connection therewith, each of which persons must be a contractor or contracting firm satisfactory to the Lender.

(e) **Engineers** means any engineers for the Project, or any portion thereof, each of which must be an engineer or engineering firm satisfactory to the Lender.

(f) **Lender** means the secured party described in this financing statement.

(g) **Plans** means the final working plans and specifications for constructing and developing the Project prepared by Engineers approved by the Lender or other persons acceptable to the Lender, and all amendments and modifications thereto.

(h) **Project** means a certain project consisting of Improvements to be financed in whole or in part with the proceeds of the Loan and to be constructed in accordance with the Plans on the Land, together with all related utilities, roads and other off-site Improvements, if any, said project being generally described as follows: Acquisition and Development Loan.

Some of the above-described property is now, or may in the future become, affixed to the Land described in Exhibit A. The Borrower is a record owner of the Land.

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

**EXHIBIT A-1 TO
FINANCING STATEMENT**

(Real Estate Description)

Part of the NW1/4 of the NE1/4 Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, Being more particularly described as follows:

From the Southwest corner of said NW1/4 of NE1/4 of Section 12, Township 20 South, Range 3 West, run in an easterly direction along the south line of said 1/4-1/4 Section for a distance of 627.74 feet; thence turn an angle to the left of 89°58'40" and run in a northerly direction for a distance of 130.10 feet; thence turn an angle to the right of 90°00'25" and run in an easterly direction for a distance of 318.04 feet to point on the westerly right-of-way line of U.S. Highway #31; thence turn an angle to the left of 64°07'50" and run in a northerly direction along the westerly right-of-way line of U.S. Highway #31 for a distance of 169.26 feet; thence turn an angle to the left of 90°00'40" and run in a northwesterly direction for a distance of 210.66 feet to an existing iron pin being on the southwest corner of that tract of land conveyed to Kenneth M. and Inez R. Nason in Book 322, Page 272 and being the point of beginning; thence turn an angle to the right of 103°47'50" and run in a northeasterly direction along the westerly line of said Nason tract for a distance of 128.72 feet to an existing iron pin being on the northwest corner of said Nason tract; thence turn an angle to the left of 103°48' and run in a northwesterly direction for a distance of 50.0 feet to an existing iron pin; thence turn an angle to the right of 93°23' and run in a northeasterly direction for a distance of 177.60 feet, more or less, to an existing iron pin being on the southerly right of way line of Chandalar Drive and being a point on a curve; said curve being concave in a northeasterly direction and having a central angle of 12°26'58", a radius of 230.57 feet and an arc length of 50.10 feet; thence turn an angle to the left of 67°34' to the chord of said curve and run in a northwesterly direction for a distance of 50.0 feet to an existing iron pin being on the southeast corner of that tract of land conveyed to William R. Turner and Dr. Russell Turner in Book 217, Page 123; thence turn an angle to the left of 118°22'28" and run in a southwesterly direction along said Turner tract for a distance of 51.88 feet to an existing iron pin being on the southwest corner of said Turner tract; thence turn an angle to the right of 89°36'08" and run in a northwesterly direction along the southerly line of said Turner tract for distance of 178.48 feet to an existing iron pin; thence turn an angle to the left of 91°42'26" and run in a southwesterly direction for a distance of 15.31 feet; thence turn an angle to the left of 1°02' and run in southwesterly direction for a distance of 499.90 feet to a point on a curve to the left; said curve being concave in an easterly direction and having a central angle of 106°01' and a radius of 15.0 feet; thence run in a southwesterly and southerly direction along the arc of said curve for a distance of 27.76 feet; thence run in a southeasterly direction along a line tangent to the end of said curve for a distance of 150.30 feet to an existing iron pin; thence turn an angle to the left of 73°55'51" and run in a northeasterly direction for a distance of 207.50 feet to an existing iron pin; thence turn an angle to the right of 95°38'47" and run in a southeasterly direction for a distance of 39.19 feet, more or less, to the point of beginning.

**EXHIBIT A-2 TO
FINANCING STATEMENT**

(Real Estate Description)

A parcel of land located in the Southwest Quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; more particularly described as follows:

Commence at the Southeast corner of the Southwest Quarter of Section 31; thence run North along the Quarter Line 827.48 feet to the Southerly right of way (R.O.W.) of Alabama Highway 119; thence continue North 90.33 feet to the Northerly R.O.W. of Highway 119; thence right $61^{\circ} 09' 23''$ along said R.O.W., 96.03 feet to the Point of Beginning; thence left $87^{\circ} 44' 14''$, 783.88 feet; thence left $82^{\circ} 13' 46''$, 9.78 feet; thence continue Southwesterly along the same course 261.85 feet; thence continue Southwesterly along the same course 267.08 feet; thence left $8^{\circ} 00' 27''$, 137.37 feet; thence left $8^{\circ} 03' 32''$, 378.44 feet; thence right $41^{\circ} 54' 57''$, 46.43 feet to the East R.O.W. of U.S. Highway No. 31; thence left $89^{\circ} 29' 44''$, 30.00 feet; thence $90^{\circ} 00'$ left 210.00 feet; thence right $90^{\circ} 00' 00''$, 60.00 feet; thence right $52^{\circ} 41' 46''$, 264.01 feet to the easterly R.O.W. of U.S. Highway 31; thence left $52^{\circ} 41' 46''$ along said R.O.W., 97.57 feet; thence left $92^{\circ} 30' 54''$, 343.43 feet; thence right $89^{\circ} 39' 35''$, 249.77 feet to the northerly R.O.W. of Highway 119, being a point on a curve to the left, concave to the northwest, with a radius of 1869.89 feet, a central angle of $27^{\circ} 55' 20''$, and a chord of 902.27 feet; thence left to the chord $111^{\circ} 06' 17''$ and run northeasterly along the arc length of 911.26 feet; thence continue tangent to said curve Northeasterly 229.43 feet to the point of beginning.

**EXHIBIT B TO
FINANCING STATEMENT**

(Construction Documents)

NONE

**SCHEDULE II
TO
FINANCING STATEMENT**

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

(a) All leases and subleases, written or oral, and all agreements for use or occupancy of any portion of the land described on Exhibits A-1 and A-2 attached hereto and made a part hereof (the "Land") or any improvements, buildings, structures and fixtures now or hereafter located thereon (the "Improvements") with respect to which the Borrower is the lessor or sublessor, including the existing leases, if any, described on Exhibit B attached hereto and made a part hereof (the "Existing Leases"), any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Land or the Improvements, all such leases, subleases, agreements and tenancies heretofore mentioned (including the Existing Leases) being hereinafter collectively referred to as the "Leases";

(b) any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;

(c) the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Borrower 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 Leases or from or out of the Land or the Improvements, 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 lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Land or the Improvements, together with any and all rights and claims that the Borrower may now or hereafter have against any such lessee under the Leases or against any subtenants or occupants of the Land or any of the Improvements; and

(d) any award, dividend or other payment made hereafter to the Borrower in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent.

As used in this Schedule II, **Borrower** means the debtor(s) described in this financing statement.

**EXHIBIT A-1 TO
FINANCING STATEMENT**

(Real Estate Description)

Part of the NW1/4 of the NE1/4 Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, Being more particularly described as follows:

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EXHIBIT B

(Existing Leases)

<u>Lessor</u>	<u>Lessee</u>	<u>Date</u>
Edwin B. Lumpkin, Jr.	John Mardis d/b/a Mardis Gymnastics	July 26, 1993
Edwin B. Lumpkin, Jr.	Harold Pearson d/b/a Home Accents	September 28, 1993
Edwin B. Lumpkin, Jr.	Jim Lunseford d/b/a Southern Publishers Group	June 15, 1994
Edwin B. Lumpkin, Jr.	Advanced Electric Company a division of M.S.G.A., Inc.	December 16, 1993

Inst # 1994-34899

11/23/1994-34899
03:26 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
012 SNA 26.00