

**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:

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. #

2. Name and Address of Debtor

(Last Name First if a Person)

Grabhorn, David G.  
716 South 32nd Street  
Birmingham, Alabama 35233

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)

SouthTrust Bank of Alabama  
National Association  
P. O. Box 2554  
Birmingham, Alabama 35290  
ATTN: Business Center

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

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

See the attached Schedule I for description of

Collateral.

This UCC-1 is to be cross-referenced in real estate records.  
Debtor is the 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.

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 \$ 320,000.00Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ -0-8. ☒ 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)

SouthTrust Bank of Alabama, National

BY

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

Association

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

Type Name of Individual or Business

Signature(s) of Debtor(s)

David G. Grabhorn

Signature(s) of Debtor(s)

David G. Grabhorn

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

Inst # 1995-02763

02/01/1995-02763  
08:12 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 17.00

## 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 by and between Debtor and Secured Party executed simultaneously with this UCC (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 under 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 part of Lot 7, Oak Mountain Commerce Place as recorded in Map Book 18 page 58 in the Office of the Judge of Probate in Shelby County, Alabama. Being located in the NW 1/4 of Section 6, Township 20 South, Range 2 West, more particularly described as follows:  
Commence at the NE corner of Section 1, Township 19 South, Range 3 West said point also being the NW corner of Section 6, Township 20 South, Range 2 West and lying on the Westerly line of said Lot 7; thence in a Southerly direction along the Westerly line of said Lot 7 and said Section 6, a distance of 20.15 feet to the point of beginning; thence continue along last described course a distance of 298.00 feet; thence 90 deg., left in an Easterly direction a distance of 171.64 feet to the Westerly right of way line of Commerce Court; thence 90 deg., left in a Northerly direction, along said right of way line a distance of 85.00 feet; to the beginning of a curve to the right having a radius of 414.93 feet and a central angle of 8 deg. 12 min. 52 sec.; thence in a Northeasterly direction along the arc of said curve and right of way line a distance of 59.49 feet to the end of said curve; thence in a Northeasterly direction along a line tangent to said curve and along said right of way line a distance of 133.00 feet; thence 91 deg. 45 min. 07 sec. left in a Westerly direction 196.15 feet to the point of beginning; being situated in Shelby County, Alabama.

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