

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

1. Return copy or recorded original to:
James E. Vann, Esquire
Donovan, Vann & Richey
1 Independence Plaza
Suite 510
Birmingham, AL 35209

Pre-paid Acct # _____

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

Inst # 1995-07303

03/21/1995-07303
12:20 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
18.00
003 SMA

2. Name and Address of Debtor (Last Name First if a Person)
Gandy, Billy Gene
640-11th Street, N.W.
Alabaster, AL 35007

Social Security/Tax ID # _____

2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)
Gandy, Pamela
640-11th Street, N.W.
Alabaster, AL 35007

Social Security/Tax ID # _____

Additional debtors on attached UCC-E

3. SECURED PARTY (Last Name First if a Person)
First Commercial Bank
P. O. Box 11746
Birmingham, AL 35202-1746

Social Security/Tax ID # _____

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

Additional secured parties on attached UCC-E

5. The Financing Statement Covers the Following Types (or items) of Property:
All of the equipment, fixtures, contract rights, general intangibles and tangible personal property of every nature now owned or hereafter acquired by Debtors, all additions, replacements, and proceeds thereof and all other property set forth in SCHEDULE A attached hereto located on the real property described on EXHIBIT A attached hereto.

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

**ADDITIONAL SECURITY FOR MORTGAGE RECORDED AT INSTRUMENT
NUMBER: 1995-07302**

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 Debtor(s) *Billy Gene Gandy*
BILLY GENE GANDY

Signature(s) of Debtor(s) *Pamela Gandy*
PAMELA GANDY

BILLY GENE GANDY AND PAMELA GANDY
Type Name of Individual or Business

Signature(s) of Secured Party(ies)
(Required only if filed without debtor's Signature — see Box 6)

FIRST COMMERCIAL BANK
BY *Terry M. Hirsberg*
Signature(s) of Secured Party(ies) or Assignee
TERRY M. HIRSBERG

ITS: Retail Banking Officer
Signature(s) of Secured Party(ies) or Assignee
FIRST COMMERCIAL BANK
Type Name of Individual or Business

SCHEDULE A

All tangible personal property now or hereafter owned by Debtor and now or at any time hereafter located on or at the real estate described in Exhibit A attached hereto, or used in connection therewith, including, but not limited to: all goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarms systems, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor or outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including ice boxes, refrigerators, fans, heaters, stoves, water heaters and incinerators), inventory, rugs carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers and other lighting fixtures and office maintenance and other supplies; including, but not limited to, all refrigerators, ranges, dishwashers, disposals and hoods.

Together with all rents, issues, profits, royalties or other benefits derived from the real estate described in Exhibit A, and together with all leases or subleases covering any portion of the real estate described in Exhibit A, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature, and together with all additions and accessions thereto and replacements thereof; and together with all proceeds or sums payable in lieu of or as compensation for the loss or damage to any property covered hereby or the real property upon which said property covered hereby is or may be located; all rights in and to all pertinent present and future fire and/or hazard insurance policies; all fixtures; and together with all additions and accessions thereto and replacements thereof.

All fixtures, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and now or hereafter located in, on, or used or intended to be used in connection with or with the construction, operation, or use of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing; all building materials, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by the Debtor for the purpose of being used or useful in connection with the improvements located or to be located on the hereinabove described real estate, whether such materials, equipment, fixtures, and fittings are actually located on or adjacent to said real estate or not, and whether in storage or otherwise, wheresoever the same may be located. Personal property included within the property described in this Schedule A and with respect to which a security interest is granted in connection herewith shall specifically include, without limitation, all lumber and lumber products, bricks, building stones and building blocks, sand and cement, roofing material, paint, doors, windows, hardware, nails, wires and wiring, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, furniture, and in general all building materials and equipment of every kind and character used or useful in connection with said improvements.

All Debtor's rights in and to the contracts, agreements, and other documents relating to the construction of the improvements on the property described in Exhibit A, including without limitation, construction contracts, drawings and specifications, together with any additions, extensions, revisions, modifications, or guarantees of performance or obligations to Debtor under any of the above.

EXHIBIT "A"

PARCEL I:

Part of the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 25, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

From the Southwest corner of said $\frac{1}{4}$ - $\frac{1}{4}$ Section, run in an Easterly direction along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section for a distance of 77.98 feet; thence turn an angle to the left of 75°33'30" and run in a Northeasterly direction along the East line of Lots 14, 15, 16, 17 and 18, Block 3, Resurvey of Georges Subdivision of Keystone Sector 3, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 4, page 33, for a distance of 345.0 feet, to the point of beginning; thence continue along last mentioned course for a distance of 115.0 feet; thence turn an angle to the right of 87°45'30" and run in an Easterly direction for a distance of 464.73 feet, more or less, to a point on the Northwest right of way line of Hickory Hills Drive; thence turn an angle to the right and run in a Southwesterly direction along said Northwest right of way line for a distance of 100.00 feet; thence turn an angle to the right and run in a Westerly direction for a distance of 430.78 feet, more or less, to the point of beginning.

PARCEL II:

Lot 17, Block 1, according to the Survey of Hamlet Second Sector, as recorded in Map Book 8, Page 36, in the Probate Office of Shelby County, Alabama.

Inst. # 1995-07303

03/21/1995-07303
12:20 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 SWA 18.00