

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:		This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.	
1. Return copy or recorded original to:		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office			
mes E. Vann, Esquire novan, Vann & Richey e Independence Plaza ite 510 rmingham, AL 35209		<div style="text-align: center;"> <p>1051 # 1995-17315 04:05 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 003 SNA 17.00 06/30/1995-17315 04:05 PM CERTIFIED</p> </div>			
Pre-paid Acct. #					
2. Name and Address of Debtor (Last Name First if a Person) mpkin, Edwin, B., Jr. 10 North 8th Street essemer, AL 35020					
Social Security/Tax ID #					
3A. Name and Address of Debtor (IF ANY) (Last Name First if a Person) Social Security/Tax ID #					
3. Additional debtors on attached UCC-E SECURED PARTY (Last Name First if a Person) ghland Bank .1 Highland Avenue . Box 55338 rmingham, AL 35205 Social Security/Tax ID #		4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)			
Additional secured parties on attached UCC-E					

The Financing Statement Covers the Following Types (or items) of Property:
of the equipment, fixtures, contract rights, general intangibles, and
gible personal property of every nature now owned or hereafter acquired
Debtor, all additions, replacements, and proceeds thereof and all other
perty set forth in SCHEDULE A attached hereto located on
real property described in 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
SER: 1995 / 17314

Check X if covered: ☒ Products of Collateral are also covered.

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.

Edwin B. Joseph Jr.
Signature(s) of Debtor(s)

Signature(s) of Debtor(s)

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) \$	
<input checked="" 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)	

Signature(s) of Secured Party(ies)
(Required only if filed without debtor's Signature — see Box 6)
HIGHLAND BANK
BY: [Signature]
Signature(s) of Secured Party(ies) or Assignee
ITS: Mgmt Refuel Banking
Signature(s) of Secured Party(ies) or Assignee

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 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 SW 1/4 of the SW 1/4 of Section 31, Township 19 South, Range 2 West, more particularly described as follows: Commence at the NW corner of said 1/4-1/4 section, said point being the Northwest corner of said Lot 7; thence in a Southerly direction along the Westerly line of said section and along the Westerly line of said Lot 7 a distance of 997.01 feet to the point of beginning; thence continue along last described course a distance of 139.33 feet; thence 82°19'09" left in an Easterly direction a distance of 223.62 feet to the Westerly ROW line of Commerce Parkway, thence 90° left in a Northerly direction along said ROW line a distance of 90.0 feet to the beginning of a curve to the left having a radius of 404.02 feet and a central angle of 8°00'00"; thence in a Northwesterly direction along said curve and ROW line a distance of 56.41 feet to end of said curve; thence in a Northwesterly direction along a line tangent to said curve and along said ROW line a distance of 25.10 feet; thence 90°00'00" left in a Westerly direction a distance of 237.13 feet to the point of beginning.

PARCEL II:

Part of Lot 7, Oak Mountain Commerce Place as recorded in Map Book 18, Page 58, in the Office of the Judge of Probate of Shelby County, Alabama, being located in the SW 1/4 of the SW 1/4 of Section 31, Township 19 South, Range 2 West, more particularly described as follows: Commence at the NW corner of said 1/4-1/4 section said point being the Northwest corner of said Lot 7; thence in a Southerly direction along the Westerly line of said section and along the Westerly line of said Lot 7 a distance of 459.23 feet to the point of beginning; thence continue along last described course a distance of 537.78 feet; thence 90°19'09" left in an Easterly direction a distance of 237.13 feet to the Westerly ROW line of Commerce Parkway; thence 90° left in a Northerly direction along said ROW line a distance of 464.90 feet to the beginning of a curve to the left having a radius of 503.32 feet and a central angle of 6°30'00"; thence in a Northwesterly direction along said curve and ROW line a distance of 57.10 feet to end of said curve; thence in a Northwesterly direction along a line tangent to said curve and along said ROW line a distance of 16.00 feet; thence 83°30'02" left in a Westerly direction a distance of 229.09 feet to the point of beginning.

Inst # 1995-17315

06/30/1995-17315
04:05 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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