

# 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  
ANOKA, MN. 55303  
(612) 421-1713

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).		No. of Additional Sheets Presented: <u>2</u>		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, Esquire Gordon, Silberman, Wiggins & Childs, P.C. 1400 SouthTrust Tower Birmingham, AL 35203  Pre-paid Acct. # _____				THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office  <div style="transform: rotate(-90deg); transform-origin: center;">                         Inst # 1995-19390                           07/21/1995-19390                          02:22 PM CERTIFIED                          SHELBY COUNTY JUDGE OF PROBATE                          17.00                          D03 MCD                     </div>	
2. Name and Address of Debtor (Last Name First if a Person)  Eddie R. Gentry 621 Industrial Park Drive Pelham, AL 35214  Social Security/Tax ID # _____					
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)      Social Security/Tax ID # _____					
<input type="checkbox"/> Additional debtors on attached UCC-E					
3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)  SouthTrust Bank of Alabama, N.A. P.O. Box 2554 Birmingham, AL 35290  Social Security/Tax ID # _____				4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)      FILED WITH: _____	
<input type="checkbox"/> Additional secured parties on attached UCC-E				5. The Financing Statement Covers the Following Types (or items) of Property:  The property described on the attached Exhibit A. This UCC-1 is to be cross-referenced in real estate records. The owner of the real estate is Eddie R. Gentry. This UCC-1 is filed as additional security for an indebtedness secured by a Mortgage recorded simultaneously herewith.          Check X if covered: <input checked="" type="checkbox"/> 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) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> already subject to a security interest in another jurisdiction when debtor's location changed to this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest is perfected. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of debtor <input type="checkbox"/> 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 \$ <u>300,000.00</u> Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ <u>0.00</u> 8. <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 Debtor(s) <u>Eddie R. Gentry</u> EDDIE R. GENTRY Signature(s) of Debtor(s)				Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature — see Box 6) SouthTrust Bank of Alabama, N.A. Signature(s) of Secured Party(ies) or Assignee By: <u>[Signature]</u> Signature(s) of Secured Party(ies) or Assignee Its: <u>[Signature]</u> Type Name of Individual or Business	

## EXHIBIT A

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 Mortgagor 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 herein described and to be secured by this 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 Mortgagor; and

(d) All rents, issues, profits, revenues and proceeds from any sale or other disposition of the Mortgaged Property, or any part thereof, 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 Mortgagor of, in and to the same, reserving only the right to Mortgagor to collect the same so long as Mortgagor is not in default hereunder or such collection is not otherwise restricted by this Mortgage.

## EXHIBIT A

### Parcel I:

A parcel of land located in the Southeast Quarter of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Southeast corner of the Southeast Quarter of Section 24, Township 20 South, Range 3 West; thence run Northerly along the Section line 634.89 feet to the point of beginning; thence continue Northerly along the same course 299.93 feet; thence left 89 degrees 46 minutes 38 seconds, 459.38 feet to the East right of way of McCain Parkway; thence left 91 degrees 03 minutes 05 seconds to the chord of a curve to the left with a radius of 3789.72 feet and a chord distance of 300.05 feet; thence run along the arc of said curve 300.13 feet along said right of way; thence left 88 degrees 57 minutes 27 seconds from said chord 455.05 feet to the point of beginning. Situated in Shelby County, Alabama.

### Parcel II:

A parcel of land located in the Southeast Quarter of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Southeast corner of the Southeast Quarter of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama; thence run Northerly along the East line of Section 24 a distance of 935.04 feet to the point of beginning; thence continue Northerly along the East line of Section 24 a distance of 345.00 feet; thence left 90 degrees 00 minutes 40 seconds Westerly a distance of 448.28 feet to the Easterly right of way of McCain Parkway; thence left 88 degrees 04 minutes 10 seconds along the East right of way of McCain Parkway a distance of 304.58 feet to the P.C. of a curve to the left with a radius of 3789.72 feet and a central angle of 00 degrees 36 minutes 49 seconds; thence run Southerly along the arc of said curve 40.59 feet; thence left 91 degrees 33 minutes 25 seconds from said curve chord Easterly a distance of 459.58 feet to the point of beginning. Situated in Shelby County, Alabama.

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003 MCD 17.00