

UCC-1
UNIFORM COMMERCIAL CODE - FINANCING STATEMENT

Shelby County Judge of Probate

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented 4	For Filing Officer use only: <div style="writing-mode: vertical-rl; transform: rotate(180deg);"> Inst # 1995-25867 09/18/1995-25867 09:24 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 005 MCD 19.00 </div>		
1. Debtor(s) Brown Moulding Company, Inc. c/o Fenway Partners, Inc. 152 West 57th Street New York, New York 10019 Attn: Richard C. Dresdale Tax ID#:	2. Secured Party(ies) NationsBank, N.A. (Carolinas), as Agent Independence Center, 15th Floor Agency Services, NC1-001-15-04 101 North Tryon Street Charlotte, North Carolina 28255 Tax ID#:				
3. <input checked="" type="checkbox"/> Collateral is or includes fixtures. <input checked="" type="checkbox"/> Products of the Collateral are Also Covered. <input checked="" type="checkbox"/> Proceeds of the Collateral are Also Covered.	4. Assignee(s) of Secured Party				
5. This Financing Statement Covers the Following types [or items] of property. See <u>Rider A</u> attached hereto and made a part hereof.					
6. Description of Real Estate. See <u>Exhibit A</u> attached hereto and made a part hereof. <input type="checkbox"/> To be Recorded in Real Estate Records.		7. Name(s) of Record Owner(s). Brown Moulding Company, Inc.			
<table style="width:100%;"> <tr> <td style="width:50%; vertical-align: top;"> 8. Signatures: Debtor(s) Brown Moulding Company, Inc. By: </td> <td style="width:50%; vertical-align: top;"> Secured Party(ies) [or Assignees] By: _____ </td> </tr> </table>				8. Signatures: Debtor(s) Brown Moulding Company, Inc. By:	Secured Party(ies) [or Assignees] By: _____
8. Signatures: Debtor(s) Brown Moulding Company, Inc. By:	Secured Party(ies) [or Assignees] By: _____				

Lawyer's Title

RIDER A

Debtor:

Brown Moulding Company

Secured Party:

NationsBank, N.A. (Carolinas),
as Agent

(a) All buildings and improvements of every kind and description (the "Improvements") now or hereafter erected or placed on the property described in Exhibit A attached hereto and made a part hereof (the "Land"); and all materials intended for construction, reconstruction, alteration and repair of such Improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Improvements immediately upon the delivery thereof to the Land or Improvements, and all fixtures and articles of personal property now or hereafter owned by the Debtor and attached to or contained in and used in connection with the Land and Improvements including, but not limited to, all furniture, furnishings, apparatus, machinery, equipment, motors, elevators, fittings, radiators, ranges, refrigerators, awnings, shades, screens, blinds, carpeting, office equipment and other furnishings and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air conditioning and sprinkler equipment and fixtures and appurtenances thereto and all renewals or replacements thereof or articles in substitution thereof, whether or not the same are or shall be attached to the Land and Improvements in any manner (the Land and Improvements together with the personal property described above are hereinafter referred to as the "Premises"); and

(b) Any and all of the security deposits, rents, issues, profits and revenues of the Premises from time to time accruing;

(c) Any and all leases (including equipment leases), rental agreements, sales contracts, management contracts, franchise agreements, construction contracts, architects' contracts, technical services agreements, or other contracts, licenses and permits now or hereafter affecting the Premises;

Together with all proceeds of the foregoing collateral.

A portion of the above described goods are or are to be affixed to the Land and Improvements.

The record owner of the Land is the Debtor.

EXHIBIT A

PARCEL I:

A portion of the NW 1/4 of Section 3, Township 24 North, Range 12 East, described as follows:

Begin at the intersection of the West right of way of Shelby Street and the North right of way of Depot Street in the Town of Montevallo, Alabama, and run Southwesterly along the North right of way of Depot Street for 245.78 feet to a point on the East R.O.W. of Dauphin Street, said point also being the SW corner of Parcel 1 as described in Deed Book 218, Page 275; then turn an angle of 90° 00' to the right and run Northwesterly along the East R.O.W. of Dauphin Street for 214.33 feet to the NW corner of Parcel 2 as described in Deed Book 218, Page 275; then turn an angle of 92° 12' 06" to the right and run Northeasterly along the South side of the land as described in Deed Book 269, Page 513, for 110.17 feet to the SE corner of said land; then turn an angle of 92° 12' 06" to the left and run Northwesterly along the East side of said land as described in Deed Book 269, Page 513, for 53.00 feet; then turn an angle of 92° 08' 12" to the right and run Northeasterly for 60.16 feet to a point on the West side of the land as described in Deed Book 266, Page 521; then turn an angle of 87° 25' 45" to the right and run Southeasterly for 8.65 feet to the Southeast corner of the said land, said point also being the NW corner of the Mary Lee Brown Lot; then continue along the last described course and along the West side of the Mary Lee Brown Lot for 66.92 feet to the SW corner of said Lot, said point also being the NW corner of the land as described in Deed Book 263, Page 212; then turn an angle of 91° 57' 19" to the left and run Northeasterly along the North side of the land as described in Deed Book 263, Page 212, for 161.10 feet to a point on the West right of way of Cedar Street; then turn an angle of 92° 31' 29" to the right and run Southeasterly along the West R.O.W. of Cedar Street for 68.01 feet to a point on the West right of way of Shelby Street; then turn an angle of 34° 33' to the right and run Southwesterly along the West R.O.W. of Shelby Street for 150.78 feet back to the point of beginning.

PARCEL II:

A part of the NW 1/4 of fractional Section 3, Township 24 North, Range 12 East, described as follows:

Begin at the intersection of East side of Shelby Street, in the Town of Montevallo, Alabama, with North border of Southern Railway and go N 17° 02' W and along the East border of Shelby Street 18 feet; thence continue along this border N 17° 44' E, 139.47 feet; thence N 41° 07' E, 100.04 feet to South border of Highway 12; thence continue along this border N 68° 39' E, 126.05 feet to the point of an undefined curve to the left, concave Southeasterly, with a chord bearing of N 83° 17' 45" E a distance of 668.98 feet; thence run along the arc of said curve parallel to the Old (SEE ATTACHED CONTINUATION PAGE)

Columbiana-Centerville Road Northeasterly; thence Easterly to the end of said chord line; thence S 80° 55' E, 170.15 feet (formerly, 169.18 feet) to the intersection with North border Southern Railway; thence along this border S 72° 58' W, 1101.11 feet (formerly, 1100 feet) to beginning.

PARCEL III:

Commence at a point on center line of the main track of the Southern Railroad Company 885.63 feet (formerly 965.4 feet) Northeast from the point where said center line of said track intersects the line between Sections 3 and 4, Township 24 North, Range 12 East; thence North 17 degrees, 02 minutes West, a distance of 68.0 feet to a point on the tangent of the Southeast boundary of Shelby Street; thence North 17 degrees, 44 minutes East along the tangent and Southeast boundary of Shelby Street a distance of 361.28 feet to the point of beginning of the property herein described; thence continue North 17 degrees, 44 minutes East along the Southeast boundary of Shelby Street a distance of 344.12 feet to a point lying 26.0 feet South of the South edge of Shoal Creek; thence South 65 degrees, 02 minutes East a distance of 399.90 feet to a point lying 11.0 feet South of the South edge of Shoal Creek; thence South 79 degrees 40 minutes East a distance of 116.30 feet to a point lying 7.0 feet South of the South edge of Shoal Creek; thence South 6 degrees, 05 minutes East a distance of 74.30 feet to a point on the North margin of the old Columbiana-Centerville Road; thence South 78 degrees 46 minutes 48 seconds West a distance of 505.51 feet along the chord of a nondefined curve to the left, concave Southeasterly; thence run along the arc of said curve parallel to the Old Columbiana-Centerville Road Westerly; thence Southwesterly to the end of said chord line; thence south 68 degrees 39 minutes West a distance of 68.51 feet along said right of way; thence North 26 degrees 54 minutes West a distance of 66.29 feet to the point of beginning.

PARCEL IV:

Commence at a point on center line of the Main track of the Southern Railroad Company 885.63 feet (formerly 965.4 feet) Northeast from the point where said center line of said track intersects the line between Sections 3 and 4, Township 24 North, Range 12 East; thence North 17 degrees, 02 minutes West, a distance of 68.0 feet to a point on the tangent of the Southeast boundary of Shelby Street; thence North 17 degrees, 44 minutes East along the tangent and Southeast boundary of Shelby Street a distance of 705.40 feet to a point lying 26.0 feet South of the South edge of Shoal Creek, said point being the Northwest corner of a parcel heretofore conveyed by the Grantor, Annie Jo Brown to W. V. Brown on October 6, 1958, as shown by deed recorded in Deed Book 198, at Page 142, Office

(SEE ATTACHED CONTINUATION PAGE)

of the Judge of Probate of Shelby County, Alabama, said point being the point of beginning of the parcel herein described; thence South 65 degrees, 02 minutes East a distance of 399.90 feet to a point lying 11.0 feet South of the South edge of Shoal Creek; thence South 79 degrees, 40 minutes East a distance of 116.30 feet to a point lying 7.0 feet South of the South edge of Shoal Creek; thence turn an angle of 73 degrees, 35 minutes to the left and run 32 feet, more or less, to the center of Shoal Creek; thence run Northwesternly along the meanderings of the center line of said Shoal Creek to the intersection thereof with the Southeast boundary of Shelby Street; thence run Southwesterly along the Southeast boundary of Shelby Street a distance of 46 feet, more or less, to the point of beginning, except road right of way as shown by deeds recorded in Deed Book 200, Page 409, and Deed Book 201, Page 232, said property being situated in Section 3, Township 24 North, Range 12 East, Shelby County, Alabama.

PARCEL V:

Commence at the Intersection of the Southeasterly right of way line of Depot Street (vacated) and the Southwesterly right of way line of Dauphin Street, being the point of beginning; thence North 72°58' East 264.99 feet to the Westerly right of way of Shelby Street; thence South 03°22'35" West, 106.69 feet along the chord of a curve to the left with a radius of 234.08 feet, and a central angle of 26°20'46"; thence run Southeasterly along the arc of said curve 107.64 feet to the Northwesternly right of way of Southern Railway; thence South 72°58' West a distance of 456.27 feet along said Railway right of way; thence North 5°10'00" East, 108.00 feet; thence North 72°58" East, 187.68 feet to the point of beginning.

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