

# STATE OF ALABAMA - UNIFORM COMMERCIAL CODE - FINANCING STATEMENT

## FORM UCC-1 ALA.

☐ The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).

No. of Additional Sheets Presented: 04

This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Return copy or recorded original to:  
S. Douglas Williams, Jr.  
Maynard, Cooper & Gale, P.C.  
1901 6th Avenue North, Suite 2400  
Birmingham, AL 35203-2602

Pre-paid Acct. # \_\_\_\_\_

2. Name and Address of Debtor (Last Name First if a Person)

Galbreath, John L.  
3312 Overton Road  
Birmingham, Alabama 35233

Social Security/Tax ID # \_\_\_\_\_

2A. Name and Address of Debtor (if any) (Last Name First if a Person)

Galbreath, John L., Jr.  
3520 Spring Valley Court  
Birmingham, Alabama 35223

Social Security/Tax ID # \_\_\_\_\_

☒ Additional debtors on attached UCC-E

3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)

AmSouth Bank of Alabama, its successors and assigns  
P.O. Box 830722  
Attention: CLP  
Birmingham, Alabama 35283

Social Security/Tax ID # \_\_\_\_\_

☐ Additional secured parties on attached UCC-E

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

All types (or items) of property described on Schedule I attached hereto and made a part hereof.

Some of the property described in Schedule I is now, or may in the future become, affixed to the Land described on Exhibit A attached hereto and made a part hereof. The Debtor is a record owner of said Land.

\* This financing statement is filed as additional security for the indebtedness secured by a certain Mortgage executed by the Debtor in favor of the Secured Party recorded concurrently herewith.

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

5	0	0	___
1	0	2	___
___	___	___	___
___	___	___	___
___	___	___	___
___	___	___	___

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) \$ N/A

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)

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

  
John L. Galbreath

  
John L. Galbreath, Jr.

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

Inst # 1995-27583

10/02/1995-27583  
10:53 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
19.00  
005 MEL

FILED WITH: Judge of Probate of Shelby County, Alabama

**UNIFORM COMMERCIAL CODE ADDITIONAL SHEET UCC-E**  
**Important: Read Instructions on Back Before Filling out Form.**

1) Page \_\_\_\_\_ of \_\_\_\_\_

1. Name and Address of Debtor (Last Name First if a Person)

Galbreath, Cathy Ann  
3629 Erica Way  
Birmingham, Alabama 35243

Social Security/Tax ID # \_\_\_\_\_

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

1A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)

Social Security/Tax ID # \_\_\_\_\_

2. SECURED PARTY (Last Name First if a Person)

None additional.

2B.

5. This Additional Sheet covers the following Additional Types (or items) of Property:

All types (or items) of property described on Schedule I attached hereto and made a part hereof.

Some of the property described in Schedule I is now, or may in the future become, affixed to the Land described on Exhibit A attached hereto and made a part hereof. The Debtor is a record owner of said Land.

\*This financing statement is filed as additional security for the indebtedness secured by a certain Mortgage executed by the Debtor in favor of the Secured Party recorded concurrently herewith.

Universal Code:

5 0 0  
1 0 2

Cathy Ann Galbreath

Signature(s) of Debtor(s)

Signature(s) of Debtor(s)

Type Name of Individual or Business

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

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

Type Name of Individual or Business

(1) FILING OFFICER COPY — ALPHABETICAL (3) FILING OFFICER COPY — ACKNOWLEDGEMENT  
(2) FILING OFFICER COPY — NUMERICAL (4) FILE COPY — SECOND PARTY(S)

(5) FILE COPY DEBTOR(S)

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-E  
Approved by The Secretary of State of Alabama

**SCHEDULE I  
TO  
FINANCING STATEMENT**

This financing statement covers the following items (or types) of property:

(a) **Land**. The land located in Shelby County, Alabama more particularly described in Exhibit A, and all the rights, privileges, tenements, appurtenances and fixtures appertaining to said land, now or hereafter belonging or in anywise appertaining thereto (all of the foregoing hereinafter collectively called the "Land").

(b) **Improvements**. All buildings, structures, facilities and other improvements now or hereafter located on the Land, and all building materials, building equipment and fixtures of every kind and nature now or hereafter located on the Land or attached to, contained in, or used in connection with, any such buildings, structures, facilities or other improvements, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, now owned or hereafter acquired by the Mortgagor (all of the foregoing hereinafter collectively called the "Improvements," and together with the Land called the "Real Property").

(c) **Personal Property**. All goods, equipment, inventory, supplies and other items or types of tangible personal property (including additions and accessions thereto and replacements and substitutions therefor) now owned or hereafter created or acquired by the Mortgagor and attached to the Real Property (other than fixtures); or placed on the Real Property and used or useful in connection with, or in any way pertaining or relating to, the Real Property or the use and occupancy thereof, though not attached to the Real Property; or for which the proceeds of the Loan have been or may be advanced, wherever the same may be located (hereinafter collectively called the "Personal Property").

(d) **Rents and Leases**. All rents, profits, issues and revenues of the Real Property and Personal Property from time to time accruing, whether under leases or tenancies now existing or hereafter created.

(e) **Insurance Policies**. All policies of hazard insurance now or hereafter in effect that insure the Improvements, the Personal Property, or any of the other property conveyed or encumbered by the mortgage to which this financing statement relates (the "Mortgage"), together with all the right, title and interest to the Mortgagor in and to each and every such policy, including, but not limited to, all of the Mortgagor's right, title and interest in and to any premiums paid on such hazard insurance, including all rights to return premiums.

(f) **Litigation Awards**. All judgment, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the land, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land, or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets, and all payments made for the voluntary sale of the Land, or any part thereof, in lieu of the exercise of the power of eminent domain.



(g) **General Intangibles and Agreements.** (1) All general intangibles relating to the development or use of the Real Property, the Personal Property or any other property conveyed or encumbered hereby, or the management and operation of any business of the Mortgagor thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals and other trade secrets; (2) the good will of any business conducted or operated on the Real Property, all governmental licenses and permits relating to the construction, renovation or operation thereof, all names under or by which the same may at any time be operated or known and all rights to carry on business under any such names or any variant thereof; and (3) all contracts and agreements (including construction, renovation, maintenance, engineering, architectural, leasing, management, operating and concession agreements) affecting the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage, or used or useful in connection therewith, whether now or hereafter entered into.

(h) **Loan Funds, etc.** (1) All Loan funds held by the Mortgagee, whether or not disbursed, (2) all funds from time to time on deposit in the construction account, (3) all reserves, deferred payments, deposits, escrows, refunds, cost savings and payments of any kind related to the Real Property, and (4) all loan commitments and loan insurance related to the Real Property and all approvals, deposits, fees, applications and documents related thereto.

(i) **Supplemental Documents.** All changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranies to, of or for any agreement or instrument included in the foregoing and all rights of the Mortgagee to modify or terminate, or waive or release performance or observance of any obligations or condition of such document.

(j) **Proceeds.** All proceeds of any of the foregoing.

As used in this Schedule I, the following terms are defined as follows:

(a) **Loan** means the \$1,250,000.00 mortgage loan made to the Mortgagor by the Mortgagee, which Loan is evidenced by a certain Note for Business and Commercial Loans dated September 28, 1995, and which Loan is secured by the Mortgage.

(b) **Mortgagee** means the secured party described in this financing statement.

(c) **Mortgagor** means the debtor, whether one or more, described in this financing statement.

Some of the above-described property is now, or may in the future become, affixed to the Land described in Exhibit A. Mortgagor is record owner of the Land.

THIS FINANCING STATEMENT IS TO BE CROSS-INDEXED IN THE REAL ESTATE MORTGAGE RECORDS.

## EXHIBIT A

A parcel of land situated in the NE 1/4 of the NW 1/4 and the NW 1/4 of the NW 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Southwest corner of the NE 1/4 of the NW 1/4 of said Section 36, and run 129.37 feet Easterly along the South line thereof and the Southerly right-of-way of U.S. Highway 280 to the point of beginning; thence turn 144 deg. 16 min. 05 sec. to the left and run 303.96 feet Northwesterly along the Northeasterly right-of-way line of U.S. Highway 280 to a point; thence turn 90 deg. 02 min. 43 sec. to the right and run 211.26 feet Northeasterly to a point; thence turn 90 deg. 01 min. 01 sec. to the right and run 596.61 feet Southeasterly to a point on the South line of said NE 1/4 of the NW 1/4; thence turn 144 deg. 14 min. 34 sec. to the right and run 360.68 feet Westerly along the South line of said NE 1/4 of the NW 1/4 to the point of beginning; being situated in Shelby County, Alabama.

Inst # 1995-27583

10/02/1995-27583  
10:53 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 MEL 19.00