

**STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT
FORM UCC-1 ALA.**

71721649

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: First National Bank of Columbiana P.O. Box 977 Columbiana, AL 35051		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office
2. Name and Address of Debtor (Last Name First if a Person) Wayne Horton P.O. Box 379 Shelby, AL 35143		<div style="writing-mode: vertical-rl; transform: rotate(180deg);"> Inst # 1996-00714 01/09/1996-00714 08:54 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 69.50 003 MCD </div>
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person) <div style="background-color: black; width: 150px; height: 20px; margin: 10px 0;"></div>		
Social Security/Tax ID # _____		
3. SECURED PARTY (Last Name First if a Person) First National Bank of Columbiana P.O. Box 997 Columbiana AL 35051		
4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person) <div style="background-color: black; width: 150px; height: 20px; margin: 10px 0;"></div>		
Social Security/Tax ID # _____		
5. The Financing Statement Covers the Following Types (or items) of Property: Timber Contract between James Denney & Helen Denney and XXXX Wayne Horton. See Exhibit "a". All additions and accessions thereto and proceeds thereof. The inclusion of proceeds in the financing statement does not authorize the debtor to sell or dispose of the collateral without specific authorization of the secured party All rights I have now and that I may have in the future to the payment of money pursuant to timber contracts and/or other timber rights		
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 \$ 35,000.00 Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ _____		
8. <input 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) <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Wayne Horton Signature(s) of Debtor(s) </div> <div style="width: 45%;"> Laurie Elless Signature(s) of Secured Party(ies) or Assignee First National Bank of Columbiana Type Name of Individual or Business </div> </div>		

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

000	_____
100	_____
200	_____
700	_____

TIMBER SALE AGREEMENT

STATE OF ALABAMA)

Shelby COUNTY)

Agreement entered into on this the 5th day of
January 1996, by and between James & Helen Gentry
(hereinafter referred to as Seller), and
Wayne Horton (hereinafter referred to as
Buyer), of Columbiana, Alabama.

WITNESSETH:

(1) That for and in consideration of Thirty Five Thousand
Dollars (\$ 35,000.00) in hand paid by the Buyer to the Seller,
receipt of which is hereby acknowledged, the Seller hereby gives
and grants to the Buyer the right to cut and remove within a period
of 6 months from the date hereof all pine and hardwood timber
on lands owned by the Seller in Shelby County, Alabama.
Calva, Ala. Described: See Exhibit A

(2) The rights hereby granted by the Seller extends only
to such trees as are situated on portions of some small
Hardwood Trees spaced out
Shelby County, Alabama.

(3) The Seller guarantees title to said timber and to defend
it against any and all claims for taxes, mortgages, or any other
legitimate encumbrance at his expense.

(4) The rights and obligations of each party except as
right of assignment is hereinafter limited, shall inure to the
benefit of and be binding upon their heirs, assigns and successors.

IN WITNESS WHEREOF, the parties hereto have executed this
agreement on the 5 day of January 1996.

Witness (for seller)

David Hart

James & Helen Gentry

Seller

Witness (for Buyer)

David Horton

Wayne Horton
Buyer

DESCRIPTION:

Commence at the Northwest corner of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 22 South, Range 2 West; thence run South along the West line of the said $\frac{1}{4}$ - $\frac{1}{4}$ for a distance of 100.28 feet to the point of Beginning; from the point of beginning thus obtained continue along the last described course for a distance of 100.30 feet; thence turn an angle to the right of 94 degrees, 17 minutes, 46 seconds and run West for a distance of 1130.58 feet; thence turn an angle to the left of 93 degrees, 09 minutes, 23 seconds and run South for a distance of 1097.75 feet; thence turn an angle to the left of 90 degrees, 25 minutes, 40 seconds and run East for a distance of 666.11 feet; thence turn an angle to the left of 10 degrees, 27 minutes, 10 seconds and run Northeast for a distance of 216.74 feet; thence turn an angle to the left of 23 degrees, 31 minutes, 39 seconds and run Northeast for a distance of 41.71 feet; thence turn an angle to the left of 07 degrees, 15 minutes, 57 seconds and run Northeast for a distance of 567.77 feet; thence turn an angle to the right of 95 degrees, 49 minutes, 49 seconds and run Southeast for a distance of 381.62 feet to a point on the Northwest right of way of Pilgreen Drive; thence turn an angle to the left of 104 degrees, 56 minutes, 53 seconds to the tangent of a curve to the right having a central angle of 06 degrees, 59 minutes, 30 seconds and a radius of 718.56 feet; thence run along the arc of said curve along the Northwest right of way for a distance of 87.68 feet; thence run along the tangent if extended to said curve in a Northeast direction along the Northwest right of way for a distance of 484.67 feet to the point of commencement of a curve to the right having a central angle of 06 degrees, 31 minutes, 08 seconds and a radius of 769.47 feet; thence run along the arc of said curve along the Northwest right of way for a distance of 87.55 feet; thence turn an angle to the left from the tangent if extended to said curve of 50 degrees, 23 minutes, 41 seconds and run North for a distance of 766.70 feet; thence turn an angle to the left of 90 degrees, 34 minutes, 22 seconds and run West for a distance of 411.90 feet; thence turn an angle to the left of 01 degrees, 32 minutes, 50 seconds and run West for a distance of 190.37 feet; thence turn an angle to the left of 91 degrees, 33 minutes, 22 seconds and run South for a distance of 256.47 feet; thence turn an angle to the right of 94 degrees, 28 minutes, 26 seconds and run West for a distance of 336.20 feet to the point of beginning. Contains 46.3223 Acres.

Note:

Survey based on previous surveys by Driskell & Associates and Precision Surveying and Mapping dated 12-22-92 and 4-22-93.

Inst # 1996-00714

01/09/1996-00714
08:54 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 69.50

STATE OF ALABAMA
SHELBY COUNTY

I, Steven H. Gay a Registered Professional Land Surveyor do hereby certify that all parts of this survey and drawing have been completed in accordance with the requirements of the minimum technical standards for the practice of Land Surveying in the State of Alabama and that this is a true and correct survey of property shown and described hereon. The buildings on said premises are within the lines of same and there are no visible encroachments of buildings, rights-of-way easements or joint driveways over or across said land except as shown; there are no visible encroachments by electric or telephone wires (excluding wires which serve the premises only) or structures or supports therefor, including poles, anchors and guy wires, on or over said premises except as shown.

Date: Dec. 13, 1995

Steven H. Gay
Steven H. Gay, Reg. No. 17522

Property shown hereon DOES NOT lie within the special flood hazard area as indicated on the Federal Insurance Administration Flood Boundary Map 0165B, 9-16-82, SHELBY COUNTY, Alabama.
ZONE "C"