

# 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: <b>2</b>	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
1. Return copy or recorded original to: <b>Timothy D. Davis, Esq.</b> <b>Gordon, Silberman, Wiggins &amp; Childs</b> <b>1400 SouthTrust Tower</b> <b>Birmingham, Alabama 35203</b>  Pre-paid Acct. # _____		<div style="transform: rotate(-90deg); transform-origin: center;">Inst # 1996-09562</div> <div style="transform: rotate(-45deg); transform-origin: center;">03/25/1996-09562</div> <div style="transform: rotate(-45deg); transform-origin: center;">12:11 PM CERTIFIED</div> <div style="transform: rotate(-45deg); transform-origin: center;">SHELBY COUNTY JUDGE OF PROBATE</div> <div style="transform: rotate(-45deg); transform-origin: center;">17.00</div> <div style="transform: rotate(-45deg); transform-origin: center;">003 MCD</div>
2. Name and Address of Debtor (Last Name First if a Person)  <b>Edwin B. Lumpkin, Jr.</b> <b>3020 Mountain Brook Parkway</b> <b>Birmingham, Alabama 35223</b>  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) <b>SouthTrust Bank of Alabama</b> <b>National Association</b> <b>P. O. Box 2554</b> <b>Birmingham, Alabama</b> <b>ATTN: Business Center</b> 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:

See attached Schedule I for description of Collateral.

This UCC-1 is filed as additional security for an indebtedness secured by a Mortgage and Security Agreement recorded simultaneously herewith.

Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:


Debtor is the record owner of the real estate.

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 \$ **700,000.00**  
 Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ **-0-**

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)

Signature(s) of Debtor(s) **Edwin B. Lumpkin, Jr.**

Signature(s) of Debtor(s) \_\_\_\_\_

Type Name of Individual or Business \_\_\_\_\_

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

**SouthTrust Bank of Alabama, National Association**

BY **Commercial Loan Officer**

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

Type Name of Individual or Business \_\_\_\_\_

## Schedule I

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 Debtor 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 described in and to be secured by the Mortgage and Security Agreement by and between Debtor and Secured Party executed simultaneously herewith (the "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 Debtor; 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 Debtor of, in and to the same, reserving only the right to Debtor to collect the same so long as Debtor is not in default under or such collection is not otherwise restricted by the Mortgage.

Any capitalized term not specifically defined herein shall have the definition attributed to it in the Mortgage.



EXHIBIT A

Part of the Northwest 1/4 of the Northeast 1/4 of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

From the Southwest corner of said Northwest 1/4 of Northeast 1/4 of said Section 12, run in a northerly direction along the West line of said Quarter-Quarter Section for a distance of 225.46 feet; thence turn an angle to the right of  $95^{\circ}41'$  and run in an easterly direction for a distance of 290.92 feet; thence turn an angle to the left of  $73^{\circ}55'38''$  and run in a northeasterly direction for a distance of 775.62 feet to an existing iron pin being the point of beginning; thence turn an angle to the right of  $102^{\circ}08'13''$  and run in a southeasterly direction for a distance of 210.62 feet to an existing iron pin being on the West right of way line of Corporate Way and last mentioned 210.62 foot line being radial to the curved right of way line of said Corporate Way, said curved North right of way line of Corporate Way being concave in a southeasterly direction and having a central angle of  $38^{\circ}32'04''$  and a radius of 217.01 feet; thence turn an angle to the left and run in a northeasterly direction along the arc of said curve for a distance of 145.95 feet to a point of reverse curve, said curve being concave in a northwesterly direction and having a central angle of  $82^{\circ}00'53''$  and a radius of 25.0 feet; thence turn an angle to the left and run in a northeasterly and northerly direction along the arc of said curve for a distance of 35.79 feet to the point of ending of said curve and being on the West right of way of Chandalar Drive; thence run in a northerly direction along a line tangent to end of said curve and along the westerly right of way line of Chandalar Drive for a distance of 91.98 feet to the point of beginning of a new curve, said new curve being concave in a southwesterly direction and having a central angle of  $54^{\circ}08'39''$  and a radius of 388.65 feet; thence turn an angle to the left and run in a northwesterly direction along the arc of said curve for a distance of 367.27 feet to an existing iron pin; thence turn an angle to the left ( $106^{\circ}54'55''$  from the tangent of the last mentioned curve) and run in a southwesterly direction for a distance of 294.0 feet to an existing iron pin; thence turn an angle to the right of  $12^{\circ}24'10''$  and run in a southwesterly direction for a distance of 87.0 feet, more or less, to the point of beginning.

Inst # 1996-09562

03/25/1996-09562  
12:11 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 17.00