

1. Return copy or recorded original to:

Timothy D. Davis, Esq.
Gordon, Silberman, Wiggins & Childs
1400 SouthTrust Tower
Birmingham, Alabama 35203

Pre-paid Acct. # _____
2. Name and Address of Debtor (Last Name First if a Person)
R & K, L.L.C.
112 Hilltop Business Center Drive
Pelham, Alabama 35124

Social Security / Tax ID # _____
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)

Social Security / Tax ID # _____
☐ Additional debtors on attached UCC-E

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

Bank of Alabama
2340 Woodcrest Place
Birmingham, Alabama 35209

Social Security / Tax ID # _____
☐ Additional secured parties on attached UCC-E

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

Inst. # 1996-14294
05/02/1996-14294
10:20 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 17.00

FILED WITH:

4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)

5. The Financing Statement Covers the Following Types (or items) of Property:
See Schedule I for description of Collateral.

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

Debtor is the record owner of the real estate.

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

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 \$ 351,000.00
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)

R & K, L.L.C.
Signature(s) of Debtor(s)-
BY David R. Shannon Sr.
Signature(s) of Debtor(s) Member
Type Name of Individual or Business

Bank of Alabama
Signature(s) of Secured Party(ies) or Assignee
BY [Signature]
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 "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 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 Property as between Debtor and Secured Party 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 that certain Mortgage and Security Agreement entered into by and between Debtor and Secured Party simultaneously herewith (as the same may be amended or modified from time to time, 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 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 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 the Mortgage or such collection is not otherwise restricted by the Mortgage.

Except as otherwise specifically defined herein, all capitalized words and phrases used herein shall have the respective meanings attributable to them as set forth in the Mortgage, the terms and conditions of which are hereby incorporated herein by this reference.

EXHIBIT A

A parcel of land situated in the south $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, said parcel being more particularly described as follows:

Commence at the northwest corner of the northwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama thence proceed south $0^{\circ}19'52''$ west along the west line of said northwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$, 654.74 feet to a point; thence proceed south $87^{\circ}49'10''$ east 658.14 feet to an iron pin set, said point being the point of beginning.

Thence continue along previous course, bearing south $87^{\circ}49'10''$ east, 100.00 feet to an iron pin set; thence proceed south $2^{\circ}08'18''$ west 161.35 feet to an iron pin set; thence proceed north $87^{\circ}51'42''$ west, 100.00 feet to an iron pin set; thence proceed north $2^{\circ}08'18''$ east, 161.42 feet to the point of beginning.

Situated in Shelby County, Alabama.

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