

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

Important: Read Instructions on Back Before Filling out Form.

REORDER FROM:  
American Printing Co.  
(205) 254-3171

☐ 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:

Herbert H. West, Jr.  
Cabaniss, Johnston, Gardner, Dumas & O'Neal  
P. O. Box 830612  
Birmingham, Alabama 35283-0612

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

Pre-paid Acct. #

2. Name and Address of Debtor

(Last Name First if a Person)

Summers, Michael R.  
7341 Cahaba Valley Drive  
Birmingham, Alabama 35242

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. SECURED PARTY (Last Name First if a Person)

First Commercial Bank  
2000 SouthBridge Parkway  
P. O. Box 11746  
Birmingham, Alabama 35202-1746  
Attn: A. Todd Beard  
Social Security/Tax ID #

4. ASSIGNEE OF SECURED PARTY

(IF ANY)

(Last Name First if a Person)

☐ Additional secured parties on attached UCC-E

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

- \* See Schedule 1 attached hereto and incorporated herein by reference.  
\*\* This financing statement is being recorded as additional security to that  
certain Mortgage, Security Agreement and Assignment of Rents and Leases  
recorded simultaneously herewith as Instrument

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

0	0	0	7	0	0
1	0	0	8	0	0
2	0	0			
3	0	0			
4	0	0			
5	0	0			
6	0	0			

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) \$

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

Signature(s) of Debtor(s) Michael R. Summers

Signature(s) of Debtor(s)

Type Name of Individual or Business

Type Name of Individual or Business

**SCHEDULE 1 TO  
UCC-1 FINANCING STATEMENT BETWEEN  
MICHAEL R. SUMMERS ("DEBTOR"), AND  
FIRST COMMERCIAL BANK ("SECURED PARTY")**

- A. The real estate located in Shelby County, Alabama, and more particularly described on Exhibit A attached hereto and hereby made a part hereof (the "Real Estate"), together with all improvements, structures, buildings and fixtures now or hereafter situated thereon or therein (the "Improvements").
- B. All permits, easements, licenses, rights-of-way, contracts, privileges, immunities, tenements and hereditaments now or hereafter pertaining to or affecting the Real Estate or the Improvements.
- C. 1. All leases, written or oral, and all agreements for use or occupancy of any portion of the Real Estate or the Improvements with respect to which Debtor is the lessor, including but not limited to any existing leases (the "Existing Leases"), any and all extensions, modifications, amendments and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including, but not limited to, subleases thereunder, upon or covering the use or occupancy of all or any part of the Real Estate or the Improvements (all such leases, subleases, agreements and tenancies heretofore mentioned, including, but not limited to, the Existing Leases being hereinafter referred to, collectively, as the "Leases");
2. Any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;
3. The immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which Debtor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Real Estate or any of the Improvements, or any part thereof, including, but not limited to, minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Real Estate or the Improvements, together with any and all rights and claims of any kind that Debtor may have against any such lessee under the Leases or against any subtenants or occupants of the Real Estate or any of the Improvements, all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents"; provided, however, so long as no Event of Default has occurred, Debtor shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof); and

4. Any award, dividend or other payment made hereafter to Debtor in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent. Debtor hereby appoints Secured Party as Debtor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend or other payment.

- D. All materials, equipment, fixtures, tools, apparatus and fittings of every kind or character now owned or hereafter acquired by Debtor for the purpose of, or used or useful in connection with, the Real Estate or the Improvements, wherever the same may be located, including, without limitation, all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows, hardware, nails, wires, wiring, engines, boilers, furnaces, tanks, motors, generators, switchboards, elevators, escalators, plumbing, plumbing fixtures, air-conditioning and heating equipment and appliances, electrical and gas equipment and appliances, carpets, rugs, window treatments, lighting, fixtures, pipes, piping, decorative fixtures, and all other building materials, equipment and fixtures of every kind and character used or useful in connection with the Real Estate or the Improvements.
- E. All proceeds (including, but not limited to, insurance proceeds) of any of the foregoing, or any part thereof.
- F. Any and all other real or personal property of every kind and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred to Secured Party, or in which Secured Party is granted a security interest, as and for additional security hereunder by Debtor, or by anyone on behalf of, or with the written consent of, Debtor.



Parcel I:

Lot 3 according to Bigler's Resurvey as recorded in Map Book 3, page 106, in the Probate Office of Shelby County, Alabama, more particularly described as follows:

A parcel of land situated in the SE  $\frac{1}{4}$  of Section 29, and in the SW  $\frac{1}{4}$  of Section 28 both sections being in Township 18 South, Range 1 West Shelby County, Alabama, said parcel being more particularly described as follows:

Begin at the northwest corner of the SW  $\frac{1}{4}$  of said SE  $\frac{1}{4}$  of Section 29, run in a northerly direction along the westerly line of said SE  $\frac{1}{4}$  for a distance of 132.09 feet; thence turning an angle to the right of  $123^{\circ}00'$  run in a southeasterly direction for a distance of 581.68 feet; thence turning an angle to the left of  $98^{\circ}31'$  and run in a northeasterly direction along the southeasterly right of way line of Shelby County Highway #119 for a distance of 784.52 feet; thence turning an angle to the right of  $90^{\circ}23'57''$  run in a southeasterly direction for a distance of 116.54 feet; thence turning an angle to the left of  $89^{\circ}35'56''$  run in a northeasterly direction for a distance of 62 feet to the point of beginning of the land here described thence turning an angle to the right of  $95^{\circ}20'08''$  and run in a southeasterly direction for a distance of 1959.03 feet thence turning an angle of  $78^{\circ}16'$  to the left, run in a northeasterly direction for a distance of 203.09 feet; thence turn an angle of  $1^{\circ}$  to the right continuing in a northeasterly direction for a distance of 154.96 feet; thence turning an angle of  $102^{\circ}44'$  to the left, run in a northwesterly direction for a distance of 2168.35 feet to the southeasterly right of way line of Shelby County Highway #119 thence turn an angle to the left of  $92^{\circ}31'10''$  run in a southwesterly direction along said southeasterly right of way line for a distance of 72 feet to the point of curve of curve to the left, said curve being concave in a southeasterly direction having a radius of 11,577.64 feet a central angle of  $1^{\circ}02'26''$  thence along the arc of said curve to the left for a distance of 210.26 feet to the end of said curve; thence turning an angle to the left of  $88^{\circ}44'09''$  from the chord of said curve, run in a southeasterly direction for a distance of 112.79 feet thence turning an angle to the right of  $86^{\circ}20'19''$  run in a southwesterly direction for a distance of 71.91 feet, more or less to the point of beginning.

Parcel II:

A part of Lot 2, according to Bigler's Resurvey as recorded in Map Book 3, page 106 in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

Commence for the point of beginning at the western-most corner of Lot 2, of Bigler's Resurvey as recorded at the Shelby County Probate Records in Map Book 3, Page 106 (said point being the common corner of Lots 2 and 3 of Bigler's Resurvey); run thence in a southeasterly direction along the south line of said Lot 2 for 2168.33 feet to an existing rebar found; thence turn an interior angle right of  $102^{\circ}44'38''$  and run in a northeasterly direction along the east line of said Lot 2 for 138.27 feet to a capped rebar set; thence turn an interior angle right of  $77^{\circ}15'22''$  and run in a northwesterly direction for 2205.29 feet to the east right of way of Shelby County Highway #119 and a capped rebar set; thence turn an interior angle right of  $87^{\circ}28'11''$  and run southwesterly along said east right of way for 135.0 feet to an existing rebar found and the point of beginning said land being the part of Lot 2 of Bigler's Resurvey and being in Sections 28 and 29 Township 18 South, Range 1 West Shelby County, Alabama.

Parcel III:

A parcel of land situated in the southeast quarter of Section 29, Township 18 South, Range 1 West Shelby County, Alabama being more particularly described as follows:

Commence at the southwest corner of said quarter section thence run north along the west line of said quarter section for a distance of 1,460.00 feet to a point, thence turn an angle to the right of 123 degrees 00 minutes 00 seconds and run in a southeasterly direction for a distance of 581.68 feet to a point on the southeast line of an eighty foot wide right of way for Alabama County Highway No. 119; thence turn an angle to the left of 98 degrees 31 minutes 00 seconds and run in a northeasterly direction along said southeast right of way line for a distance of 23.23 feet to the intersection of the southeast right of way line of Highway 119 and the northeast of a 60 foot right of way line for a county road thence continue along last stated course for a distance of 549.91 feet to an iron pin found at the point of beginning; thence continue along last stated course for a distance of 211.29 feet to an iron pin set at the southwest corner of Harris Cemetery; thence turn an angle to the right of 90 degrees 23 minutes 57 seconds and run in a southeasterly direction for a distance of 116.54 feet to an iron pin set at the southeast corner of Harris Cemetery; thence turn an angle to the left of 89 degrees 35 minutes 56 seconds and run in a northeasterly direction for a distance of 62.00 feet to an iron pin set; thence turn an angle to the right of 95 degrees 29 minutes 26 seconds and run in a southeasterly direction for a distance of 885.32 feet to an iron pin set; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds and run in a southwesterly direction for a distance of 100.00 feet to an iron pin set; thence turn an angle to the right of 90 degree 00 minutes 00 seconds and run in a northwesterly direction for a distance of 34.49 feet to an iron pin set; thence turn an angle to the left of 90 degree 00 minutes 00 seconds and run in a southwesterly direction for a distance of 183.69 feet to an iron pin found; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds and run in a northwesterly direction for a distance of 937.67 feet to the point of beginning.

Inst # 1996-25911

08/09/1996-25911  
03:05 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
DOUGLAS R. HEDGECOCK