

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

Important: Read Instructions on Back Before Filling out Form.

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

No. of Additional  
Sheets Presented: **2**

This FINANCING STATEMENT is presented to a Filing Officer for  
filing pursuant to the Uniform Commercial Code.

1. Return copy or recorded original to:

James E. Vann, Esquire  
Johnston, Conwell, Donovan, Vann & Gloor  
Two Chase Corporate Drive  
Suite 120  
Birmingham, AL 35244-1015

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

2. Name and Address of Debtor

(Last Name First if a Person)

First Union Investors, L.L.C.

18 Chestnut Lane

Prichard, AL 35080

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)

Highland Bank

211 Highland Avenue South

P.O. Box 55338

Birmingham, AL 35205

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

☐ Additional secured parties on attached UCC-E

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

All of the equipment, fixtures, contract rights, general intangibles and tangible personal  
property of every nature now owned or hereafter acquired by Debtors, all additions,  
replacements, and proceeds thereof and all other property set forth in  
SCHEDULE A attached hereto located on the real property described on  
EXHIBIT A attached hereto.

ADDITIONAL SECURITY FOR MORTGAGE RECORDED AT INSTRUMENT NO.  
\_\_\_\_\_/\_\_\_\_\_.

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.

FIRST UNION INVESTORS, L.L.C.

Signature(s) of Debtor(s) ITS: MANAGER AND MEMBER

Signature(s) of Debtor(s) ITS: MEMBER

FIRST UNION INVESTORS, L.L.C.

Type Name of Individual or Business

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)

HIGHLAND BANK

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

ITS: Commercial Loan Officer

HIGHLAND BANK

Type Name of Individual or Business

(1) FILING OFFICER COPY — ALPHABETICAL  
(2) FILING OFFICER COPY — NUMERICAL

(3) FILING OFFICER COPY — ACKNOWLEDGEMENT  
(4) FILE COPY — SECOND PARTY(S)

(5) FILE COPY DEBTOR(S)

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1  
Approved by The Secretary of State of Alabama

LIST # 1996-28271  
08/28/1996-28271  
10:59 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 17.00

## SCHEDULE A

All tangible personal property now or hereafter owned by Debtor and now or at any time hereafter located on or at the real estate described in Exhibit A attached hereto, or used in connection therewith, including, but not limited to: all goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarms systems, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor or outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including ice boxes, refrigerators, fans, heaters, stoves, water heaters and incinerators), inventory, rugs carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers and other lighting fixtures and office maintenance and other supplies; including, but not limited to, all refrigerators, ranges, dishwashers, disposals and hoods.

Together with all rents, issues, profits, royalties or other benefits derived from the real estate described in Exhibit A, and together with all leases or subleases covering any portion of the real estate described in Exhibit A, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature, and together with all additions and accessions thereto and replacements thereof; and together with all proceeds or sums payable in lieu of or as compensation for the loss or damage to any property covered hereby or the real property upon which said property covered hereby is or may be located; all rights in and to all pertinent present and future fire and/or hazard insurance policies; all fixtures; and together with all additions and accessions thereto and replacements thereof.

All fixtures, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and now or hereafter located in, on, or used or intended to be used in connection with or with the construction, operation, or use of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing; all building materials, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by the Debtor for the purpose of being used or useful in connection with the improvements located or to be located on the hereinabove described real estate, whether such materials, equipment, fixtures, and fittings are actually located on or adjacent to said real estate or not, and whether in storage or otherwise, wheresoever the same may be located. Personal property included within the property described in this Schedule A and with respect to which a security interest is granted in connection herewith shall specifically include, without limitation, all lumber and lumber products, bricks, building stones and building blocks, sand and cement, roofing material, paint, doors, windows, hardware, nails, wires and wiring, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, furniture, and in general all building materials and equipment of every kind and character used or useful in connection with said improvements.

All Debtor's rights in and to the contracts, agreements, and other documents relating to the construction of the improvements on the property described in Exhibit A, including without limitation, construction contracts, drawings and specifications, together with any additions, extensions, revisions, modifications, or guarantees of performance or obligations to Debtor under any of the above.

## EXHIBIT "A"

A part of the NW 1/4 of the NE 1/4 and the NE 1/4 of the NE 1/4 of Section 23, Township 20 South, Range 4 West, more particularly described as follows: Begin at the SW corner of said NW 1/4 of the NE 1/4 for the point of beginning; thence run Northwardly along the West line of same for a distance of 1,325.72 feet to the NW corner thereof; thence turn an angle to the right of 88 deg. 57 min. 10 sec. and run Easterly along the North line of said section for a distance of 1,553.28 feet; thence turn an angle to the right of 64 deg. 50 min. 21 sec. for a distance of 135.0 feet; thence turn an angle to the right of 65 deg. 51 min. 01 sec. for a distance of 370.88 feet; thence turn an angle to the right of 38 deg. 06 min. 53 sec. for a distance of 327.52 feet; thence turn an angle to the left of 36 deg. 03 min. 00 sec. for a distance of 420.0 feet; thence turn an angle to the left of 90 deg. 00 min. 00 sec. for a distance of 622.29 feet to the Northwesternly right-of-way of Shelby County Highway #93; thence turn an angle to the right of 90 deg. 00 min. 00 sec. and run Southwesterly along said right-of-way for a distance of 179.57 feet to the South line of said NW 1/4 of the NE 1/4; thence turn an angle to the right of 47 deg. 27 min. 35 sec. and run Westerly along South line of same for a distance of 1,121.74 feet to the point of beginning.

Inst. # 1996-28271

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