

Important: Read Instructions on Back Before Filling out Form.

☐ The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n). 1. Return copy or recorded original to: Mark D. Graham, Esq. Hahn & Hessen LLP 350 Fifth Avenue New York, NY 10118	No. of Additional Sheets Presented: _____	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. 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) Alabaster Industries, Inc. 501 Industrial Road Alabaster, Alabama 35007	Inst # 1996-31584 09/24/1996-31584 03:31 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 004 MCO 18.00		
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) Century Business Credit Corporation 119 West 40th Street New York, NY 10018			
Social Security/Tax ID # _____ ☐ Additional secured parties on attached UCC-E 5. The Financing Statement Covers the Following Types (or items) of Property: See Exhibit A attached hereto and made a part hereof. (Description of Collateral) See Exhibit B attached hereto and made a part hereof. (Description of Real Property)			
4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person) Judge of Probate, Shelby County		5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing: 5 0 0	
* Additional security for mortgage recorded in Vol. ____ Page ____. Check X if covered: ☒ Products of Collateral are also covered.		7. Complete only when filing with the Judge of Probate: The initial indebtedness secured by this financing statement is \$ <u>0</u> * Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ <u>0</u> *	
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.		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)	
By: <u><i>Daniel A. Hahn</i></u> Signature(s) of Debtor(s)		By: <u><i>Del. Miguel S. Silva</i></u> Signature(s) of Secured Party(ies) or Assignee	
Signature(s) of Debtor(s) Alabaster Industries, Inc. Type Name of Individual or Business		Signature(s) of Secured Party(ies) or Assignee Century Business Credit Corporation Type Name of Individual or Business	

EXHIBIT A
(Collateral)

The Collateral shall include:

I. All of the right, title and interest of Debtor in and to the buildings and improvements (hereinafter, collectively, together with all building equipment, the "Improvements") now or hereafter located on that certain lot, piece or parcel of land as more particularly described on Exhibit B annexed hereto and made a part hereof (the "Real Property") and all of its right, title and interest, if any, in and to the streets and roads abutting the Real Property to the center lines thereof, and strips and gores within or adjoining the Real Property, the air space and right to use said air space above the Real Property, all rights of ingress and egress by motor vehicles to parking facilities on or within the Real Property, all easements now or hereafter affecting the Real Property or the Improvements, all royalties and all rights appertaining to the use and enjoyment of the Real Property or the Improvements, including, without limitation, alley, drainage, crop, timber, agricultural, horticultural, mineral, water, oil and gas rights; and

II. All of the right, title and interest of Debtor in and to all fixtures and articles of personal property and all appurtenances and additions thereto and substitutions or replacements thereof, now or hereafter attached to, or contained in, the Real Property and/or the Improvements or placed on any part thereof, though not attached thereto, constituting a part of or used in any way in connection with the use, enjoyment, renting, occupancy or operation of the Real Property and/or the Improvements, except those owned by lessees other than a lessee of all or substantially all of the Real Property and/or the Improvements, including, but not limited to, all screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, furniture and furnishings, heating, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerator and/or compacting and elevator plants, stoves, ranges, vacuum cleaning systems, call systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery, pipes, appliances, equipment, fittings and fixtures, and the trade name, good will and books and records relating to the business operated on the Real Property and/or the Improvements. Without limiting the foregoing, Debtor hereby grants to Secured Party a security interest in all of its present and future "equipment" and "general intangibles" (as said quoted terms are defined in the Uniform Commercial Code of the State of Alabama), constituting a part of or used in any way in connection with the use, enjoyment, renting, occupancy or operation of the Real Property and/or the Improvements, except those owned by lessees other than a lessee of all or substantially all of the Real Property and/or the Improvements, and Secured Party shall have, in addition to all rights and remedies provided herein, and in any agreements, commitments and undertakings made by Debtor to Secured Party, all of the rights and remedies of a "secured party" under the said Uniform Commercial Code; and

03:31 PM
SHELBY COUNTY JUDGE OF PROBATE
004 HCD
09/24/1995
CERTIFIED
18.00

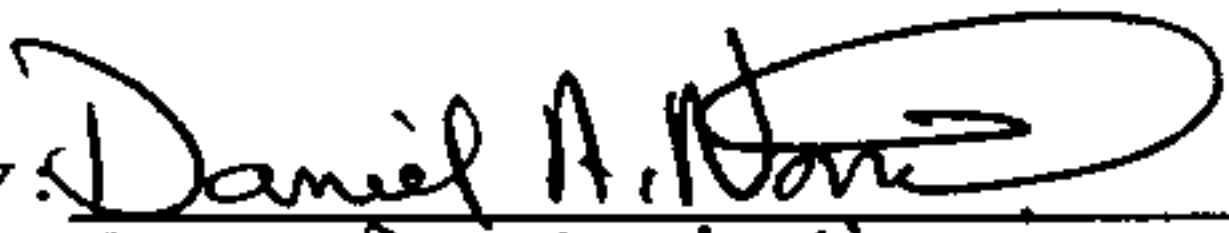
III. All of the right, title and interest of Debtor in and to all leases, lettings and licenses of the Real Property, the Improvements and/or any other property or rights encumbered or conveyed hereby, or any part thereof, now or hereafter entered into and all right, title and interest of Debtor thereunder, including, without limitation, cash and securities deposited thereunder, the right to receive and collect the rents, issues and profits payable thereunder and the right to enforce, whether by action at law or in equity or by other means, all provisions, covenants and agreements thereof; and

IV. All right, title and interest of Debtor in and to all unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by Debtor and all proceeds of the conversion, voluntary or involuntary, of the Real Property, the Improvements and/or any other property or rights encumbered or conveyed hereby, or any part thereof, into cash or liquidated claims, including, without limitation, proceeds of hazard and title insurance and all awards and compensation heretofore and hereafter made to the present and all subsequent owners of the Real Property, the Improvements and/or any other property or rights encumbered or conveyed hereby by any governmental or other lawful authority for the taking by eminent domain, condemnation or otherwise, of all or any part of the Real Property, the Improvements and/or any other property or rights encumbered or conveyed hereby or any easement therein, including, but not limited to, awards for any change of grade of streets; and

V. All right, title and interest of Debtor in and to all extensions, improvements, betterments, renewals, substitutions and replacements of and all additions and appurtenances to the Real Property, the Improvements and/or any other property or rights encumbered or conveyed hereby, hereafter acquired by or released to Debtor or constructed, assembled or placed by Debtor on the Real Property, the Improvements and/or any other property or rights encumbered or conveyed hereby, and all conversions of the security constituted thereby which, immediately upon such acquisition, release, construction, assembling, placement or conversion as the case may be, and in each such case without any further mortgage, conveyance, assignment or other act by Debtor, shall become subject to the lien hereof as fully and completely, and with the same effect, as though now owned by Debtor and specifically described herein.

ALABASTER INDUSTRIES, INC.

CENTURY BUSINESS CREDIT
CORPORATION

By: 
Name: Daniel A. Norris
Title: PRESIDENT

By: 
Name: Paul H. Vobse
Title: S. V. P.

EXHIBIT B
(Real Property)

Part of the NE $\frac{1}{4}$ of Section 35, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

From the southwest corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ run North 90° 00' East along the south line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section for a distance of 29.39 feet to a Point "A"; thence turn an angle to the right of 65°04'35" and run in a southeasterly direction for a distance of 821.06 feet, more or less, to the centerline of an existing Buck Creek being the point of beginning; thence turn an angle to the right of 180°00' and run in a northwesterly direction for a distance of 821.06 feet, more or less, to the aforementioned Point "A"; thence continue in a northwesterly direction along last mentioned course for a distance of 658.59 feet to an existing iron pin being on the south right-of-way line of Industrial Road; thence turn an angle to the left (62°01' to tangent) and run in northwesterly direction along the south line of said Industrial Road right-of-way line and along the arc of a curve (having a central angle of 3°20'35" and a radius of 2,824.98 feet) for a distance of 164.83 feet to the end of said curve; thence continue in a westerly direction along the south line of said Industrial Road right-of-way for a distance of 277.53 feet to an existing iron pin being on the northeast line of an existing Alabama Power Company right-of-way; thence turn an angle to the left of 114°38'25" and run in a southeasterly direction along said northeast line of said Alabama Power Company right-of-way for a measured distance of 1848.81 feet, more or less, to the center line of the meanderings of Buck Creek; thence turn an angle to the left and run in a generally northeasterly direction along the centerline of the meanderings of Buck Creek for a distance of 480 feet, more or less, to the point of beginning.

Inst # 1996-31584

09/24/1996-31584
03:31 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 HCB 18.00