

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: **3**

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

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)

Morrow Brothers Leasing Company
7450 Cahaba Valley Road
Birmingham, Alabama 35238

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)

SouthTrust Bank of Alabama, National
Association
P.O. Box 2554
Birmingham, Alabama 35290
Social Security/Tax ID # _____

☐ Additional secured parties on attached UCC-E

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

This UCC-1 is to be cross referenced in real estate records.
The owner of the real estate is Shelby County Economic
and Industrial Development Authority.
This UCC-1 is filed as additional security for an indebtedness
secured by a Mortgage recorded simultaneously herewith.

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 \$ **975,000**
Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ **0.1**

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)

Morrow Brothers Leasing Company

Signature(s) of Debtor(s)

By: *[Signature]*

Signature(s) of Debtor(s)

Its General Partner

Type Name of Individual or Business

SouthTrust Bank of Alabama, National
Association

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

By: *[Signature]*

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

Its Assistant Vice President

Type Name of Individual or Business

Schedule I

(1) 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 Leasehold Mortgage/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 of and from 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 proceeds from any sale or other disposition of the Property, or any part thereof), 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.

(2) All of Debtor's right, title and interest in, to and under:

(a) Any and all plans, specifications and drawings relating to the Property and/or Improvements, and any and all modifications thereof and changes thereto;

(b) All deposit or similar accounts relating to the Property or the Improvements;

(c) Debtor's books and records relating to the Property or the Improvements;

(d) All applications and commitments now in existence or hereafter made or issued relating to the permanent financing of the Property and Improvements; and

(e) All contracts or other agreements to which Debtor now or hereafter is a party or a beneficiary (whether an original party or an assignee or other successor in interest to an original party) relating to the Property and/or the Improvements or to the construction, repairing, use, occupancy, equipping, marketing, management, sale or lease of all or any part of the Improvements and/or the Property, and any and all renewals, extensions and modifications of any thereof, and all bonds and other guaranties of payment or performance in favor of Debtor under or with respect to any thereof.

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.

K:\CORP\SOUTHTRU\FORMS\UCC-EXH.AL2

Exhibit A

A part of the SW 1/4 of the NE 1/4 and also a part of the SE 1/4 of the NE 1/4 of Section 29, Township 18 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Northwest corner of the SW 1/4 of the NE 1/4 of Section 29, Township 18 South, Range 1 West; thence run South along the West line of said quarter-quarter section a distance of 977.37 feet; thence turn left and run North $89^{\circ}28'38''$ East a distance of 932.64 feet to the point of beginning of the property described herein; thence continue along the last described course a distance of 397.46 feet to the Westerly right-of-way line of County (State) Highway #119, thence turn left and run North $25^{\circ}19'09''$ East along said right-of-way line a distance of 271.81 feet, thence turn left and run North $62^{\circ}26'44''$ West a distance of 375.00 feet; thence turn left and run South $23^{\circ}13'04''$ West a distance of 460.00 feet to the point of beginning.

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Inst # 1996-35823

10/29/1996-35823
11:36 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 HCD 17.00