

# STATE OF ALABAMA - UNIFORM COMMERCIAL CODE - FINANCING STATEMENT

## COPY FORM UCC-1 ALA.

☐ 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:  
Melissa N. Ridgeway  
Maynard, Cooper & Gale, P.C.  
1901 6th Avenue North, Suite 2400  
Birmingham, AL 35203-2602

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

2. Name and Address of Debtor (Last Name First if a Person)  
Scotch, Joe A., Jr.  
6219 Cahaba Valley Road  
Birmingham, Alabama 35242

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

- 2A. Name and Address of Debtor (if any) (Last Name First if a Person)  
Scotch, Wayne J.  
6213 Cahaba Valley Road  
Birmingham, Alabama 35242

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

- ☐ Additional debtors on attached UCC-E

3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)  
National Bank of Commerce of Birmingham  
1927 First Avenue North  
Birmingham, Alabama 35203

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

- ☐ Additional secured parties on attached UCC-E

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

All types (or items) of property described on Schedule I attached hereto and made a part hereof.

Inst # 1996-38206

11/19/1996-38206  
10:12 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 MCD 21.00

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

State of Alabama - Jefferson County  
I certify this instrument filed on:  
1996 NOV 13 A.M. 11:53  
Recorded and \$  
and \$ 16.00 Total \$  
GEORGE R. REYNOLDS, Judge of Probate  
Deed Tax and Eeg-Any 0  
Mtg. Tax

9 6 1 3 / 4 3 5 6  
Alabama  
(If any)(1) First if a Person)

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

0	0	0	8	0	0
1	0	0	—	—	—
2	0	0	—	—	—
3	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) \$ N/A

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)

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

Signature(s) of Debtor(s) - Joe A. Scotch, Jr.

Signature(s) of Debtor(s) - Wayne J. Scotch

Type Name of Individual or Business

National Bank of Commerce of Birmingham

By: [Signature]  
Signature(s) of Secured Party(ies) or Assignee

Its: [Signature]  
Signature(s) of Secured Party(ies) or Assignee

Type Name of Individual or Business

**SCHEDULE I  
TO  
FINANCING STATEMENT**

This financing statement covers the following items (or types) of property:

(a) **Land.** The land located in Jefferson and Shelby Counties, Alabama more particularly described in Exhibit A, and all reversions and remainders in and to said land and all tenements, hereditaments, easements, rights-of-way, rights (including mineral and mining rights, and all water, oil and gas rights), privileges, royalties and appurtenances to said land, now or hereafter belonging or in anywise appertaining thereto, including any right, title and interest in, to or under any agreement or right granting, conveying or creating, for the benefit of said land, any easement, right or license in any other property, and in, to or under any streets, ways, alleys, vaults, gores or strips of land adjoining said land or any parcel thereof, or in or to the air space over said land; all rights of ingress and egress to parking facilities on or within said land; and all claims or demands of Borrower either at law or in equity, in possession or expectancy of, in or to any of the same (all of the foregoing hereinafter collectively called the "Land").

(b) **Improvements.** All buildings, structures, facilities and other improvements now or hereafter located on the Land, and all building materials, building equipment and fixtures of every kind and nature now or hereafter located on the Land or attached to, contained in, or used in connection with, any such buildings, structures, facilities or other improvements, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, now owned or hereafter acquired by the Borrower (all of the foregoing hereinafter collectively called the "Improvements," and together with the Land called the "Real Property").

(c) **Personal Property.** All goods, equipment, inventory, supplies and other items or types of tangible personal property (including additions and accessions thereto and replacements and substitutions therefor) now owned or hereafter created or acquired by the Borrower and attached to the Real Property (other than fixtures); or placed on the Real Property and used or useful in connection with, or in any way pertaining or relating to, the Real Property or the use and occupancy thereof, though not attached to the Real Property; or for which the proceeds of any credit secured by this financing statement have been or may be advanced, wherever the same may be located (hereinafter collectively called the "Personal Property").

(d) **Rents and Leases.** All leases, subleases, lettings and licenses, and other use and occupancy agreements, now or hereafter pertaining to any of the Real Property or Personal Property, and all rents, profits, issues and revenues of the Real Property and Personal Property now or hereafter accruing, whether accruing before or after the filing of any petition by or against the Borrower under the federal Bankruptcy Code.

(e) **Insurance Policies.** All policies of hazard insurance now or hereafter in effect that insure the Improvements, the Personal Property, or any of the other property conveyed or encumbered by the mortgage to which this financing statement relates (the "Mortgage"), together



with all right, title and interest of the Borrower in and to each and every such policy, and all proceeds thereof, including any premiums paid and rights to returned premiums.

(f) **Litigation Awards.** All judgments, damages, settlements, awards, payments and compensation, including all interest thereon, together with the right to receive the same, that may be made or due to the Borrower or any subsequent owner of any of the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage, as a result of the exercise of the right of eminent domain or condemnation, the alteration of the grade of any street or any other injury to or diminution or decrease in value of the Real Property, the Personal Property or any other such property.

(g) **General Intangibles and Agreements.** (1) All general intangibles relating to the development or use of the Real Property, the Personal Property or any other property conveyed or encumbered hereby, or the management and operation of any business of the Borrower thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals and other trade secrets; (2) the good will of any business conducted or operated on the Real Property, all governmental licenses and permits relating to the construction, renovation or operation thereof, all names under or by which the same may at any time be operated or known and all rights to carry on business under any such names or any variant thereof; and (3) all contracts and agreements (including leasing, construction, renovation, maintenance, engineering, architectural, management, operating and concession agreements) affecting the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage, or used or useful in connection therewith, whether now or hereafter entered into.

(h) **Supplemental Documents.** All changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing.

(i) **Proceeds.** All proceeds of any of the foregoing.

As used in this Schedule I, **Borrower** means the debtor(s) described in this financing statement.

Some of the above-described property is now, or may in the future become, affixed to the Land described in **Exhibit A**. The Borrower is a record owner of the Land.

THIS FINANCING STATEMENT IS TO BE CROSS-INDEXED IN THE REAL ESTATE MORTGAGE RECORDS.

**EXHIBIT A**

**(Land Description)**

**Lots 7-B and 7-C, according to a Resurvey, as recorded in Map Book 150, Page 55, in the Probate Office of Jefferson County, Alabama, and Map Book 10, Page 28, in the Probate Office of Shelby County, Alabama, of Lots 6 and 7, Cahaba Park South.**

**Inst # 1996-38206**

**A-1**

**11/19/1996-38206  
10:12 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
DO4 MCD 21.00**