

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

18.00
SSBA
SCA

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

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:

Herbert Harold West, Jr.
Cabaniss, Johnston, Gardner, Dumas & O'Neal
700 Park Place-Tower
2001 Park Place North
Birmingham, Alabama 35203

Pre-paid Acct. # _____

2. Name and Address of Debtor

(Last Name First if a Person)

Stover, Edgar M.
2 Riverchase Office Plaza, Suite 200
Birmingham, Alabama 35244

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

Social Security/Tax ID # _____

Attn: A. Todd Beard

☐ Additional secured parties on attached UCC-E

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

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

Inst # 1997-02099

01/21/1997-02099
03:40 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 18.00

4. ASSIGNEE OF SECURED PARTY

(IF ANY)

(Last Name First if a Person)

*See Schedule A attached hereto and hereby incorporated herein and made
a part hereof.

**This financing statement is being recorded as additional security to
that certain Mortgage, Security Agreement and Assignment of Rents and
Leases recorded simultaneously herewith in Book _____ at Page _____.

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

0	0	0	8	0	0
1	0	0			
2	0	0			
3	0	0			
5	0	0			
6	0	0			
7	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 \$ **850,035.00**

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)

Edgar M. Stover

Signature(s) of Debtor(s)

Type Name of Individual or Business

First Commercial Bank

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

By: _____

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

Its: _____

Type Name of Individual or Business

**SCHEDULE 1 TO
UCC-1 FINANCING STATEMENT BETWEEN
EDGAR M. STOVER ("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. 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");
- (1) any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;
 - (2) 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

- (3) 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) and products 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.

EXHIBIT A

All that certain lot, piece or parcel of land with the buildings and improvements thereon, situated, lying and being in the West ¼ of the SW ¼ of Section 19, Township 19 South, Range 2 West, County of Shelby and State of Alabama, bounded and described as follows:

Commence at the southwest corner of Section 19, thence north along the west line of said Section 1,469.50 feet; thence 90 degrees 00 minutes 00 seconds right 668.74 feet to the point of beginning, said point also being on the 422.00 foot contour line (M.S.L. Datum) of a lake; thence 68 degrees 13 minutes 06 seconds right 64.19 feet; thence 82 degrees 01 minutes 19 seconds left 30.00 feet; thence 90 degrees 00 minutes 00 seconds right 18.00 feet; thence 90 degrees 00 minutes 00 seconds left 14.00 feet; thence 90 degrees 00 minutes 0 seconds right 65.00 feet; thence 90 degrees 00 minutes 00 seconds right 14.00 feet; thence 90 degrees 00 minutes 00 seconds left 20.00 feet; thence 93 degrees 19 minutes 21 seconds right 15.00 feet; thence 87 degrees 58 minutes 03 seconds left 48.34 feet; thence 22 degree 53 minutes 36 seconds right 184.83 feet; thence 69 degrees 20 minutes 00 seconds right 13.00 feet; thence 49 degrees 14 minutes 51 seconds left 59.40 feet; thence 40 degrees 45 minutes 09 seconds left 20.00 feet; thence 90 degrees 00 minutes 00 seconds right 186.22 feet to the 422.00 foot contour line (M.S.L. Datum) of a lake; thence along said contour line 667 feet more or less said contour line being more particularly described by the following traverse line; thence from last stated course 88 degrees 26 minutes 39 seconds right 70.15 feet; thence 08 degrees 38 minutes 28 seconds right 81.95 feet; thence 117 degrees 48 minutes 59 seconds left 52.42 feet; thence 110 degrees 16 minutes 51 seconds right 62.37 feet; thence 23 degrees 22 minutes 36 seconds right 68.36 feet; thence 39 degrees 46 minutes 14 seconds right 59.05 feet; thence 05 degrees 18 minutes 48 seconds left 143.40 feet; thence 08 degrees 27 minutes 41 seconds left 128.93 feet to the point of beginning.

Situated in Shelby County, Alabama.

Inst # 1997-02099

01/21/1997-02099
03:40 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 RCD 18.00