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

Important: Read Instructions on Back Before Filling out Form.

F-0162

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

No. of Additional Sheets Presented:

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

1. Return copy or recorded original to:

COLONIAL BANK
ONE COMMERCE STREET
MONTGOMERY, AL. 36104

Pre-paid Acct. #

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

Inst # 1997-07057

03/06/1997-07057
02:22 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 MCD 141.80

2. Name and Address of Debtor (Last Name First if a Person)

BAMA WOOD, INC.
P. O. BOX 655
WETUMPKA, AL. 36092

Social Security/Tax ID # [redacted]

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)

Colonial Bank

ONE COMMERCE STREET
MONTGOMERY, AL. 36104

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)

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

ONE TIMBER DEED DATED JANUARY 28, 1997 IN THE AMOUNT OF $81,150.00
LOCATED IN SHELBY COUNTY.

SEE EXHIBIT A ATTACHED FOR LEGAL DESCRIPTION

NOTE# 66224

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.

121.80 + 20.00 = 141.80

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 $ 81,150.00

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)

BAMA WOOD, INC.
BY: [signature] PRESIDENT

Signature(s) of Debtor(s)

Signature(s) of Debtor(s)

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

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

Type Name of Individual or Business

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

EXHIBIT A

ONE TIMBER DEED DATED JANUARY 28, 1997 IN THE AMOUNT OF $81,150.00 LOCATED IN SHELBY COUNTY.

34 ACRES DESCRIBED AS FOLLOWS: THE EAST 1/2 OF THE SOUTHWEST 1/4, ALL LYING WEST OF THE RAILROAD AND NORTH OF SHOAL CREEK, ALL BEING IN SECTION 5, TOWNSHIP 24 NORTH, RANGE 12 EAST.

STATE OF ALABAMA

SHELBY COUNTY

TIMBER DEED

KNOW ALL MEN BY THESE PRESENTS, That ARIS MERIJANIAN for and in consideration of the sum of EIGHTY ONE THOUSAND ONE HUNDRED AND FIFTY and no/100 ($81,150.00) Dollars and other good and valuable consideration to ARIS MERIJANIAN in hand paid by BAMA WOOD, INC., the receipt whereof is hereby acknowledged, do grant, bargain, sell, and convey unto said BAMA WOOD, INC., the following described timber, to-wit:

ALL MERCHANTABLE TIMBER, standing and down, except for timber in the stream-side-management zones.

Said timber now being, standing and growing upon the following described lands, situated in the County of Shelby, and State of Alabama, to-wit:

34 acres described as follows: the east 1/2 of the southwest 1/4, all lying west of the railroad and north of Shoal Creek, all being in Section 5, Township 24 North, Range 12 East.

together with the right of ingress, egress, and regress for said Bama Wood, Inc., its agents, servants, contractors, employees, successors, and assigns, over, across and along said lands for the purpose of cutting, and removing said timber and the right to install on said lands machinery, equipment, roads and other structures that may be useful, necessary, or convenient in the business of logging and removing said timber together with the right to remove same within 30 days after final date for cutting and removal hereunder. At the expiration of said 30 days, all rights of the parties growing out of the execution of this contract shall terminate. The Grantee shall have until eighteen (18) months from execution of this deed to cut and remove said timber, and all timber remaining on said lands at the expiration of said time shall then revert to and vest in the Grantor, Aris Merijanian or his heirs and assigns.

By accepting and executing this instrument, Buyer and Seller agree to the conditions and requirements set out in Exhibit "A" attached hereto:

TO HAVE AND TO HOLD the same to the said Bama Wood, Inc., its successors and assigns forever. And I do, for myself and my heirs, executors, and administrators, covenant with the same Bama Wood, Inc., its successors and assigns, that I am lawfully seized in fee simple of the property herein conveyed; that I shall continue to pay all ad valorem taxes against the above described land the trees located thereon; that it is free form all encumbrance; and that I have a good right to sell and convey the said property; that I will and my successors and assigns, and heirs, executors, and administrators shall warrant and defend the same to the said Bama Wood, Inc., its successors and assigns, forever, against the lawful claims of all persons whomsoever.

Given under my hand this the th. day of January, 1997.

Aris Merijanian

Aris Merijanian

I, the undersigned authority, a Notary Public in and for said State of Georgia, hereby certify that Aris Merijanian, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of this conveyance, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 28th. day of January, 1997.

Rita L Mitchell

exp. 5-19-2000

EXHIBIT "A"

1. Buyer agrees to notify the owner's agent when logging is to begin or is to be suspended for any extended period.

2. Buyer agrees that a 30 gallon trash can will be used on the logging decks at all times as a receptacle for all trash, lunch papers, bottles, oil cans and filters, and other man-made debris brought onto the site by his contract loggers.

3. Buyer agrees to exercise due care to prevent the spread and occurrence of woodfires on the sale area.

4. Buyer agrees to repair all logging roads and log landings at the end of harvest so that they are in a good condition. That is all ruts will be filled in and the road and landing surfaces smoothed.

5. Buyer covenants and agrees to defend, and indemnify and hold Owner harmless against all liability, loss, claims, and damages suffered by reason of any actions or omissions, by Company, or its employees, agents, or subcontractors while occupying the Owner's land under the terms of this agreement.

6. Buyer will have in force General Liability insurance in amounts of $500,000. Public Liability insurance in minimum amounts of $500,000 and Workman's Compensation as required by law.

7. Buyer agrees that logging will cease during wet weather conditions that could result in rutting of the soil surface to a depth of 8 inches or more.

8. Buyer agrees that each of the two Stream Side Management Zones are not to be crossed or entered by logging equipment EXCEPT AT ONE AGREED UPON CROSSING POINT FOR EACH ZONE, and that any tree tops that fall into the zones will be removed promptly. Buyer further agrees that the two crossings will be constructed in a professional manner and will be in compliance with State of Alabama water quality laws and that no trees or tree tops will be placed within the streams to facilitate the crossing.

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