

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

Important: Read Instructions on Back Before Filling out Form.

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| <input type="checkbox"/> 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: Corley, Moncus & Ward, P.C. Post Office Box 59807 Birmingham, Alabama 35259-0807 Attn: Claude McCain Moncus Pre-paid Acct. # _____ | | THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office <div style="text-align: center; font-weight: bold; transform: rotate(-90deg); transform-origin: center;"> Inst # 1997-12869 </div> <div style="text-align: center; font-weight: bold; transform: rotate(-90deg); transform-origin: center;"> 04/25/1997-12869 01:20 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 007 MCD 21.00 </div> |
| 2. Name and Address of Debtor (Last Name First if a Person) Habshey, Terry M. 7000 Highway 25 Montevallo, Alabama 35115 Social Security/Tax ID # _____ | | Judge of Probate (filed as additional Security) |
| 2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person) Social Security/Tax ID # _____ | | |
| <input type="checkbox"/> Additional debtors on attached UCC-E | | |
| 3. SECURED PARTY (Last Name First if a Person) First Commercial Bank Post Office Box 11746 Birmingham, Alabama 3520-1746 Attn: A. Todd Beard Social Security/Tax ID # _____ | | |
| <input type="checkbox"/> 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: All of the fixtures, equipment, furniture, furnishings and personal property of every nature, now owned or hereafter acquired by Debtor, all additions, replacements and proceeds thereof and all other property set forth in Schedule I attached hereto, located on the real property described in Exhibit A and Exhibit B attached hereto. THIS FILING TO BE CROSS-INDEXED IN THE REAL ESTATE MORTGAGE RECORDS. Check X if covered: <input type="checkbox"/> 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) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> already subject to a security interest in another jurisdiction when debtor's location changed to this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest is perfected. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of debtor <input type="checkbox"/> 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) \$ _____ | | |
| 8. <input type="checkbox"/> 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) <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Signature(s) of Debtor(s) Terry M. Habshey </div> <div style="width: 45%;"> FIRST COMMERCIAL BANK Signature(s) of Secured Party(ies) or Assignee By: A. Todd Beard Its First Vice-President </div> </div> | | |
| Type Name of Individual or Business | | |

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

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| 2 0 0 | --- |
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SCHEDULE I

(a) All buildings and building materials, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Borrower and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals, substitutions, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the Land or not and whether in storage or otherwise wheresoever the same may be located;

(b) Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, leases, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Borrower, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Borrower of, in and to the same, including but not limited to:

(i) All leases, written or oral, and all agreements for use or occupancy of any portion of the Mortgaged Property, the Improvements or any of the Personal Property described below with respect to which the Borrower is the lessor, including any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Mortgaged Property or the Improvements, all such leases, subleases, agreements and tenancies heretofore mentioned being hereinafter collectively referred to as the "Leases";

(ii) any and all guaranties of the lessees and any sublessee's performance under any of the Leases;

(iii) 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 the Borrower 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 Mortgaged Property or any of the Improvements, or any part thereof, together with any and all rights and claims of any kind that the Borrower may have against any such lessee under the Leases or against any subtenants or occupants of the Mortgaged Property or any of the Improvements, all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents".

(iv) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Mortgaged Property or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Property or the improvements thereon or any part thereof, or to

any rights appurtenant thereto, including any award for change of grade or streets. Lender is hereby authorized on behalf and in the name of Borrower to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Lender may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' fees, on any of the indebtedness secured hereby in such manner as it elects, or at its option, the entire amount or any part thereof so received may be released.

(c) The Borrower's book and records relating to the Mortgaged Property thereon or any part thereof, all contracts now or hereafter made by Borrower relating to the Mortgaged Property;

(d) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a), (b), (c) or (d) above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the foregoing items or types of property described in (a), (b), (c) or (d) above.

EXHIBIT "A"

Tract III: (Dodson Tract)

A tract of land located in the Southeast quarter of the Northeast quarter and the North Half of Northeast quarter of Southeast quarter of Section 13, township 20 South, Range 4 West, Shelby County, Alabama, described as follows:

Begin at the southwest corner of the North half of the Northeast quarter of Southeast quarter of Section 13; thence north along the west boundary of said half-quarter-quarter section 667.91 feet to the northwest corner thereof; thence turning an angle of 77 degrees 27 minutes 30 seconds to the right in a northeasterly direction 518.32 feet; thence turning an angle of 115 degrees 01 minute 50 seconds to the left in a northwesterly direction 460.10 feet to intersection with the centerline of right of way of Shelby County Road No. 93; thence turning an angle of 89 degrees 03 minutes 35 seconds to the right in a northeasterly direction along said centerline 576.24 feet to intersection with the centerline of Shelby County Road No. 52, said intersection being the arc of a curve turning to the left, having a radius of 2,455.70 feet, being subtended by a central angle of 17 degrees 00 minutes and having a chord of 725.95 feet to length, said chord forming an angle of 94 degrees 31 minutes 28 seconds to the right from the centerline of said Shelby County Road No. 93; thence southeasterly along said arc which is the centerline of said County Road No. 52 a distance of 728.62 feet; thence southeasterly along a straight line tangent to said arc and is the centerline of said County Road No. 52 a distance of 241.13 feet to intersection with the north boundary of said North half of the Northeast quarter of Southeast quarter of Section 13; thence east along said north boundary 100.40 feet to the northeast corner of said half-quarter-quarter section; thence south along the east boundary of said half-quarter-quarter section 663.21 feet to the southeast corner thereof; thence west along the south boundary of said half-quarter-quarter section 1,343.85 feet to the point of beginning.

Situated in Shelby County, Alabama.

EXHIBIT "A" CONTINUED

SUBJECT TO THE FOLLOWING EXCEPTIONS:

1. Right of Way granted to Alabama Power Company by instrument(s) recorded in Deed Book 150, Page 83 and Deed Book 131, Page 253.
2. Title to all minerals within and underlying the premises, ~~together~~ with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Book 7, Page 194.
3. Right of Way granted to Shelby County, Alabama by instrument(s) recorded in Volume 221, Page 363.
4. Oil, gas and mineral lease shown in Instrument Number 1992-11397.

EXHIBIT "B"

Tract II: (Crow Land Tract)

Begin at a 3" capped iron locally accepted to be at the Southwest corner of the northwest quarter of the southeast quarter of Section 30, Township 20 South, Range 3 West, and run South 00 degrees 18 minutes 35 seconds West for a distance of 1,322.52 feet to a 3" capped iron locally accepted to be at the Southeast corner of the southwest quarter of said Section 30; thence run south 89 degrees 54 minutes 30 seconds west for a distance of 1,805.08 feet, more or less, to be the centerline of the Cahaba River; thence run along the meandering of the Cahaba River north 43 degrees 54 minutes 53 seconds east for a distance of 262.50 feet to a point; thence run north 30 degrees 51 minutes 40 seconds east for a distance of 153.27 feet to a point; thence run north 4 degrees 55 minutes 48 seconds east for a distance of 117.22 feet to a point; thence run north 46 degrees 03 minutes 28 seconds west for a distance of 374.04 feet to a point; thence run north 61 degrees 49 minutes 52 seconds west for a distance of 515.10 feet to a point; run north 58 degrees 21 minutes 13 seconds west for a distance of 764.21 feet; thence run north 66 degrees 06 minutes 18 seconds west for a distance of 202.00 feet to a point; thence run north 54 degrees 33 minutes 09 seconds west for a distance of 438.05 feet to a point; thence run north 59 degrees 53 minutes 07 seconds west for a distance of 403.79 feet to a point; thence run north 38 degrees 38 minutes 07 seconds west for a distance of 176.14 feet to a point; thence run north 03 degrees 19 minutes 11 seconds east for a distance of 686.11 feet to a point; thence run north 06 degrees 46 minutes 21 seconds east for a distance of 740.06 feet to a point; thence run north 36 degrees 42 minutes 14 seconds east for a distance of 226.66 feet to a point; thence run north 50 degrees 38 minutes 04 seconds east for a distance of 207.95 feet to a point; thence run south 64 degrees 25 minutes 09 seconds east for a distance of 974.87 feet to the west line of said Section 30; thence leaving the meandering of the Cahaba River run North 00 degrees 27 minutes 15 seconds east for a distance of 630.43 feet, more or less, to an iron pin set at the southwest corner of the northwest quarter of the northwest quarter of said Section 30; thence run north 00 degrees 27 minutes 15 seconds east for a distance of 1320.53 feet to a 3" capped iron locally accepted to be at the northwest corner of said quarter-quarter section; thence run north 89 degrees 42 minutes 06 seconds east for a distance of 1,311.37 feet to a 3" capped iron locally accepted to be at the northeast corner of said quarter-quarter section; thence run south 00 degrees 26 minutes 19 seconds west for a distance of 1,320.87 feet to an iron pin set at the southeast corner of said quarter-quarter section; thence run north 89 degrees 43 minutes 01 seconds east for a distance of 481.18 feet, more or less, to the centerline of the Cahaba River; thence continue along last stated course for a distance of 247.26 feet to a point; thence run south 12 degrees 07 minutes 56 seconds east for a distance of 2,705.27 feet to the Point of Beginning. Less and Except any portion of said land lying in Moss Bend Subdivision as recorded in Map Book 17, Page 67.

Situated in Shelby County, Alabama.

EXHIBIT "B" CONTINUED

This Mortgage is junior and subordinate to that certain Mortgage executed by the Mortgagor in favor of Crow Land Company, Inc., recorded at Real Book 133, Page 281 (Crow Land Mortgage), in the Probate Office of Shelby County, Alabama and that certain Mortgage, Assignment of Rents and Leases and Security Agreement executed by Terry M. Habshey in favor of First Commercial Bank recorded at Instrument Number 1997-12869, (First Commercial Bank Mortgage) in the Probate Office of Shelby County, Alabama. It is specifically agreed that if the Mortgagor shall default in the payment of principal, interest or any other sums payable under the terms and provisions of any of these mortgages or loans, the Lender shall have the right, without notice to anyone, to cure such default by paying whatever amounts may be due under the terms of these mortgages and loans so as to put the same in good standing, and any and all payments so made, together with interest thereon, shall be added to the Obligations secured by this Mortgage, and the same, with interest thereon, shall be immediately due and payable; and, in the event such amounts are not paid in full when due, at the option of the Lender, this Mortgage shall be subject to immediate foreclosure in all respects as provided by law and by the provisions hereof.

As of the date of this Mortgage, the outstanding balance under the Crow Land Mortgage is \$23,022.01 and the outstanding balance under the First Commercial Bank Mortgage is \$1,390,040.00. The Mortgagor hereby agrees with the Lender that no further advances shall be made under these loans, and that the principal balance of these loans shall not increase above such amount prior to the termination of this Mortgage without the prior written consent of the Lender.

1. Riparian and other rights created by the fact that the subject property fronts on the Cahaba River.
2. Right of Way granted to Alabama Power Company by instrument(s) recorded in Real Book 46, Page 69; Deed Book 247, Page 853, Deed Book 131, Page 447 and Deed Book 259, Page 238.
3. Right of Way granted to McKenzie Methane Corporation as set out in Deed Book 259, Page 610.
4. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Real Volume 133, Page 277.

Inst # 1997-12869

**04/25/1997-12869
01:20 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 HCB 21.00**