

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

Important: Read Instructions on Back Before Filling out Form.

<input type="checkbox"/> 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.
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1. Return copy or recorded original to:

Najjar Denaburg, P.C.
ATTN: KAREN UNDERWOOD
2125 Morris Avenue
Birmingham, AL 35203

Pre-paid Acct. # _____

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

P & R Southland Properties, Inc.
P.O. Box 361366
Hoover, AL 35236

Social Security/Tax ID # _____

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

☐ Additional debtors on attached UCC-E

3. SECURED PARTY (Last Name First if a Person)

Compass Bank
2nd Floor Daniel Building
15 South 20th Street
Birmingham, AL 35233

Social Security/Tax ID # _____

☐ Additional secured parties on attached UCC-E

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

The property described on Schedule "I" attached hereto and incorporated herein by this reference

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

Inst # 1997-13992

05/05/1997-13992
03:18 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
18.00
- 004 MCD

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

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	9 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 \$ _____
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) Frank E. Plan / President

Signature(s) of Debtor(s) P & R Southland Properties, Inc.

Type Name of Individual or Business

Signature(s) of Secured Party(ies) or Assignee Daniel A. Keesley

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

Type Name of Individual or Business

SCHEDULE "I"

TO

FINANCING STATEMENT (UCC-1)

Debtor/Mortgagor: P & R Southland Properties, Inc.

Secured Party/Mortgagee: Compass Bank

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The following (hereinafter "Mortgaged Property"):

a) The Land situated in Shelby County, Alabama and described on Exhibit "A" attached hereto and incorporated herein by this reference;

b) Together with all buildings, equipment, machinery, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, buildings, materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Mortgagor and used or intended to be used in connection with or with the operation of the Mortgaged Property, and the buildings, structures or other improvements located thereon, 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;

c) 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, licenses, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Mortgaged Property, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor, 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 Mortgagor of, in and to the same, including but not limited to: i) all rents, royalties, profits, issues and revenues of the Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created; and ii) 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 of streets. Mortgagee is hereby authorized on behalf of and in the name of Mortgagor to execute and deliver valid acquittance for, and appeal from, any such judgments or awards. Mortgagee may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorney's 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;

d) Together with all leases, written or oral, and all agreements for use or occupancy of any portion of the Mortgaged Property with respect to which the Mortgagor is the lessor, 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 (all such leases, subleases, agreements and tenancies heretofore mentioned, being hereinafter collectively referred to as the "Leases");

e) Together with any and all guaranties of the lessees' and any sublessees' performance under any of the Leases;

f) Together with 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 Mortgagor 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 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 Mortgaged Property, together with any and all rights and claims of any kind that the Mortgagor may have against any such lessee under the Leases or against any subtenants or occupants of the Mortgaged Property (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, the Mortgagor shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof);

g) Together with any award, dividend or other payment made hereafter to the Mortgagor 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. Mortgagor hereby appoints the Mortgagee as the Mortgagor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend, or other payment;

h) Together with any awards hereafter made for any taking of or injury to said Mortgaged Property through eminent domain or otherwise, including awards or damages for change of grade, and also any return premiums or other payments upon any insurance at any time provided for the benefits of Mortgagee, all of which awards, damages, premiums, and payments are hereby assigned to Mortgagee and may be at any time collected by it; and

i) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described above, including, but not limited to, all insurance, contract and tort proceeds and claims.

EXHIBIT "A"

PARCEL 1

Part of the NW 1/4 of the NE 1/4 and part of the NE 1/4 of the NW 1/4, all in Section 25, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: From the SW Corner of the NW 1/4 of the NE 1/4 of said Section 25 run in a Northerly direction along the West line of said quarter-quarter section for a distance of 443.25 feet to an existing iron pin being the NW Corner of Lot 34, Second Addition to Riverchase West, as recorded in the Office of the Judge of Probate, Shelby County, Alabama in Map Book 7, Page 59 and being the point of beginning; thence continue in a Northerly direction along said West line of said quarter-quarter section for a distance of 119.30 feet to an existing iron pin; thence turn an angle to the left of 89 degrees 15 minutes 44 seconds and run in a Westerly direction for a distance of 576.10 feet to an existing iron pin; thence turn an angle to the right of 89 degrees 15 minutes 44 seconds and run in a Northerly direction for a distance of 59.27 feet to an existing iron pin being on the SE right-of-way line of Old Montgomery Highway; thence turn an angle to the right of 48 degrees 46 minutes 51 seconds and run in a Northeasterly direction along said SE right-of-way line for a distance of 279.80 feet to a point of curve, said curve being concave in a Southeasterly direction and having a central angle of 7 degrees 52 minutes 51 seconds and a radius of 286.52 feet; thence turn an angle to the right and run in a Northeasterly direction along said SE right-of-way line and along the arc of said curve for a distance of 39.41 feet to a point of ending of said curve; thence run in a Northeasterly direction along said SE right-of-way line and along a line tangent to the end of said curve for a distance of 64.16 feet to a point of curve, said second curve being concave in a Northwesterly direction and having a central angle of 10 degrees 6 minutes 14 seconds and a radius of 594.12 feet; thence run in a Northeasterly direction and along the arc of said curve and said SE right-of-way line of Old Montgomery Highway for a distance of 104.77 feet to a point of ending of said curve; thence continue in a Northeasterly direction along said SE right-of-way line and along a line tangent to the end of last mentioned curve for a distance of 553.51 feet to an existing iron pin being on the North line of the NW 1/4 of the NE 1/4 of said Section 25; thence turn an angle to the right of 44 degrees 00 minutes 48 seconds and run in an Easterly direction along said North line of said NW 1/4 of the NE 1/4 for a distance of 277.41 feet to an existing iron pin; thence turn an angle to the right of 91 degrees 09 minutes 57 seconds and run in a Southerly direction for a distance of 45.30 feet to an existing iron pin being the most Northerly corner of Lot 27 of said Second Addition to Riverchase West, as recorded in Map Book 7, page 59; thence turn an angle to the right of 36 degrees 56 minutes and run in a Southwesterly direction for a distance of 216.63 feet to an existing iron pin; thence turn an angle to the left of 24 degrees 06 minutes and run in a Southeasterly direction for a distance of 381.18 feet to an existing iron pin being the most Northerly corner of Lot 32, of said Second Addition to Riverchase West; thence turn an angle to the right of 0 degrees 9 minutes 11 seconds and run in a Southwesterly direction for a distance of 105.25 feet to an existing iron pin being the most Westerly corner of said Lot 32; thence turn an angle to the right of 49 degrees 53 minutes and run in a Southwesterly direction for a distance of 35.21 feet to an existing nail and being the most Westerly corner of Lot 33, of the Second Addition to Riverchase West; thence turn an angle to the left and run in a Southeasterly direction along the West line of said Lot 33 for a distance of 22.64 feet to an existing nail; thence continue along the West line of said Lot 33 in a Southeasterly direction for a distance of 70.10 feet to a point of intersection with the North right-of-way of Lemon Mint Drive as shown on the Second Addition to Riverchase West; thence turn an angle to the right of 90 degrees and run in a Southwesterly direction along the end of said road right-of-way and along the North line of Lot 34, Second Addition to Riverchase West for a distance of 237.53 feet, more or less, to the point of beginning, containing 9.46 acres, more or less.

PARCEL 2

Lots 9, 10, 11, and 23, according to the Survey of Riverchase Cove as recorded in Map Book 20 page 109 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Mineral and mining rights excepted.

Inst # 1997-13992

05/05/1997-13992
03:18 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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