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

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: 2

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

1. Return copy or recorded original to:

ımes E. Vann, Esquire
)hnston & Conwell, L.L.C.
)0 Shades Creek Parkway
ıite 325
.rmingham, AL 35209

Pre-paid Acct. #_____

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

Inst # 1997-24046
07/21/1997-24046
CERTIFIED
11:42 AM
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 17.00

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

›ry, Richard T., Sr.
)5 Yeager Parkway
:lham, AL 35124

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)

ırst Commercial Bank
.O. Box 11746
ırmingham, AL 35202-1746

Social Security/Tax ID #[redacted]

☐ 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:

ll of the equipment, fixtures, contract rights, general intangibles, and tangible personal :operty of every nature now owned or hereafter acquired by Debtors, all additions, eplacements, and proceeds thereof and all other property set forth in CHEDULE A attached hereto located on the real property described on XHIBIT A attached hereto.

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

DDITIONAL SECURITY FOR MORTGAGE RECORDED AT INSTRUMENT NUMBER: 997 / 24046.

Check X if covered: X 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 Debtor(s) RICHARD T. GORY, SR.

Signature(s) of Debtor(s)

RICHARD T. GORY, SR.
Type Name of Individual or Business

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

FIRST COMMERCIAL BANK
BY:
Signature(s) of Secured Party(ies) or Assignee
ITS:

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

FIRST COMMERCIAL BANK
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

SCHEDULE A

All tangible personal property now or hereafter owned by Debtor and now or at any time hereafter located on or at the real estate described in Exhibit A attached hereto, or used in connection therewith, including, but not limited to: all goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarms systems, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor or outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets); wall beds, wall safes, furnishings, appliances (including ice boxes, refrigerators, fans, heaters, stoves, water heaters and incinerators), inventory, rugs carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers and other lighting fixtures and office maintenance and other supplies; including, but not limited to, all refrigerators, ranges, dishwashers, disposals and hoods.

Together with all rents, issues, profits, royalties or other benefits derived from the real estate described in Exhibit A, and together with all leases or subleases covering any portion of the real estate described in Exhibit A, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature, and together with all additions and accessions thereto and replacements thereof; and together with all proceeds or sums payable in lieu of or as compensation for the loss or damage to any property covered hereby or the real property upon which said property covered hereby is or may be located; all rights in and to all pertinent present and future fire and/or hazard insurance policies; all fixtures; and together with all additions and accessions thereto and replacements thereof.

All fixtures, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and now or hereafter located in, on, or used or intended to be used in connection with or with the construction, operation, or use of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing; all building materials, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by the Debtor for the purpose of being used or useful in connection with the improvements located or to be located on the hereinabove described real estate, whether such materials, equipment, fixtures, and fittings are actually located on or adjacent to said real estate or not, and whether in storage or otherwise, wheresoever the same may be located. Personal property included within the property described in this Schedule A and with respect to which a security interest is granted in conneciion herewith shall specifically include, without limitation, all lumber and lumber products, bricks, building stones and building blocks, sand and cement, roofing material, paint, doors, windows, hardware, nails, wires and wiring, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, furniture, and in general all building materials and equipment of every kind and character used or useful in connection with said improvements.

All Debtor's rights in and to the contracts, agreements, and other documents relating to the construction of the improvements on the property described in Exhibit A, including without limitation, construction contracts, drawings and specifications, together with any additions, extensions, revisions, modifications, or guarantees of performance or obligations to Debtor under any of the above.

EXHIBIT A

Part of the South ½ of the North l/2 of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, described as follows: Commence at the Southwest corner of said Section 13; thence run East along the South Section line 943.43 feet; thence turn left 65°37'16" and run Northeast 3054.35 feet to the point of beginning; thence continue last course 111.0 feet; thence turn right 81°29'39" and run East 304.30 feet to the Westerly right of way of Yeager Parkway; thence turn right 106°02'41" and run Southwest along said right of way 159.56 feet to the point of a counter-clockwise curve having a delta angle of 00°25'15" and a radius of 4582.00 feet; thence run along the arc of said curve 33.65 feet; thence turn right from the tangent of said curve 90°13'43" and run Westerly 278.01 feet to the point of beginning. Situated in Shelby County, Alabama.

Inst # 1997-24046

07/31/1997-24046
11:42 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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