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: 1

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

1. Return copy or recorded original to:

Timothy D. Davis, Esq.
Gordon, Silberman, Wiggins & Childs, P.C.
1400 SouthTrust Tower
Birmingham, AL 35203

Pre-paid Acct. #

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

Inst # 1997-26945
08/22/1997-26945
12:34 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MEL 17.00

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

Jones, William F., III
3014 Weatherton Circle
Birmingham, AL 35223

Social Security/Tax ID #

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

Jones, Mary Ann
3014 Weatherton Circle
Birmingham, AL 35223

Social Security/Tax ID #

☐ Additional debtors on attached UCC-E

FILED WITH: Judge of Probate - Shelby County

3. NAME AND ADDRESS OF SECURED PARTY) (Last Name First if a Person)

SouthTrust Bank, National Association
P. O. Box 2554
Birmingham, AL 35290

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:

See attached Schedule I for description of collateral.

This UCC-1 is to be cross-referenced in real estate records. Mary Ann Jones is the record owner of the real estate described on the attached Schedule I.

This UCC-1 is filed as additional security for an indebtedness secured by a Mortgage, Security Agreement and Financing Statement being recorded simultaneously herewith.

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.

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 $ 1,100,000.00
Mortgage tax due (15¢ per $100.00 or fraction thereof) $ -0-

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)

Signature(s) of Debtor(s)

William F. Jones, III, and Mary Ann Jones
Type Name of Individual or Business

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

By:
Signature(s) of Secured Party(ies) or Assignee
Its: V. P.
Signature(s) of Secured Party(ies) or Assignee

SouthTrust Bank, National Association
Type Name of Individual or Business

(1) FILING OFFICER COPY - ALPHABETICAL
(2) FILING OFFICER COPY - NUMERICAL
(3) FILING OFFICER COPY-ACKNOWLEDGEMENT
(4) FILE COPY - SECURED
(5) FILE COPY DEBTOR(S)

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1
Approved by The Secretary of State of Alabama

Schedule I

(1) All the following described real property situated in Shelby County, State of Alabama (the "Land"), to-wit:

> Lot 193-A, according to the Resurvey of Lots 174-184 and Lots 186-195, Shoal Creek, as recorded in Map Book 9, page 113, in the Probate Office of Shelby County, Alabama;

together with all present and future leases and subleases thereof and of any part thereof, all rents, profits, royalties, and other income and revenues thereof and all rights, privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in anywise appertaining thereto, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by Debtor in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric, solar and other heating, lighting, ventilating, air-conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinklers, smoke, fire and intrusion detection devices, trees, shrubs and flowers, and other equipment and fixtures now or hereafter attached or appertaining to said premises, all of which shall be deemed to be real property and conveyed by the Real Estate Mortgage, Security Agreement and Financing Statement entered into by Debtor in favor of Secured Party simultaneously herewith (as the same may be amended or modified from time to time, the "Mortgage") (all of the foregoing real property, equipment and fixtures being sometimes hereinafter called the "Secured Property");

And together with all building materials, household appliances, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by Debtor, or either of them, located, whether permanently or temporarily, on the Secured Property or on any other real property, which are or shall be purchased by Debtor, or either of them, for the purpose, or with the intention, of making improvements on the Secured Property or to the premises located on said property. The personal property herein secured includes, without limitation, all lumber, bricks, building stones, building blocks, sand, cement, steel, roofing materials, paint, doors, windows, storm doors, storm windows, glass, nails, wires and wiring, hardware, plumbing and plumbing fixtures, heating, ventilating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, trees, shrubs and flowers, and in general all building materials, equipment, appliances and plants of every kind and character used or useful in connection with improvements to real property.

(2) All of Debtor's right, title and interest in, to and under:

(a) Any and all plans, specifications and drawings relating to the Secured Property and/or any improvements constructed or to be constructed on the Secured Property (the "Improvements"), and any and all modifications thereof and changes thereto;

(b) All deposit or similar accounts relating to the Secured Property or the Improvements;

(c) Debtor's books and records relating to the Secured Property or the Improvements;

(d) All applications and commitments now in existence or hereafter made or issued relating to the permanent financing of the Secured Property and Improvements; and

(e) All contracts or other agreements to which Debtor now or hereafter is a party or a beneficiary (whether an original party or an assignee or other successor in interest to an original party) relating to the Secured Property and/or the Improvements or to the construction, repairing, use, occupancy, equipping, marketing, management, sale or lease of all or any part of the Improvements and/or the Secured Property, and any and all renewals, extensions and modifications of any thereof, and all bonds and other guaranties of payment or performance in favor of Debtor under or with respect to any thereof.