

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

**Important: Read Instructions on Back Before Filling out Form**

RECORDED FROM  
REGISTERED, Inc.  
14 MERCE ST.  
P.O. BOX 218  
BIRMINGHAM, AL 35203  
205-261-7713

**85620**

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).		No. of Additional Sheets Presented: <b>2</b>	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		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office	
Pre-paid Acct. # _____		<p style="text-align: center;">Inst # 1997-32452</p> <p style="text-align: center;">10/06/1997-32452 01:39 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 003 MCD 18.00</p> <p style="text-align: center;">10/06/1997-32452 01:39 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 003 MCD 18.00</p>	
2. Name and Address of Debtor (Last Name First if a Person)  W. C. Rice Oil Co., Inc. 2511 28th Street, S.W. Birmingham, AL 35211			
Social Security/Tax ID # _____			
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)			
Social Security/Tax ID # _____		FILED WITH: Judge of Probate of Shelby County, Alabama	
<input type="checkbox"/> Additional debtors on attached UCC-E		4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)	
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 # _____			
<input type="checkbox"/> Additional secured parties on attached UCC-E			

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. Debtor is the record owner of the real estate described on the attached Exhibit A.

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

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

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 \$ **1,080,000.00**

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

By: [Signature]  
Signature(s) of Debtor(s)  
Its: President  
Signature(s) of Debtor(s)  
W. C. Rice Oil Co., Inc.  
Type Name of Individual or Business

By: [Signature]  
Signature(s) of Secured Party(ies) or Assignee  
Its: Commercial Loan Officer  
Signature(s) of Secured Party(ies) or Assignee  
SouthTrust Bank, National Association  
Type Name of Individual or Business

## Schedule I

All of the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, including replacements and additions thereto (herein referred to collectively as the "Property"):

(a) All those certain tracts, pieces or parcels of land, and interests in land, located in Shelby County, Alabama, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Land");

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Property, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Property as between Debtor and Secured Party and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness described in and to be secured by that certain Mortgage and Security Agreement entered into by and between Debtor and Secured Party simultaneously herewith (as the same may be amended or modified from time to time, the "Mortgage");

(c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor; and

(d) All rents, issues, profits, revenues and proceeds of and from the Property, or any part thereof, from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds, and all proceeds from any sale or other disposition of the Property, or any part thereof), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same, reserving only the right to Debtor to collect the same so long as Debtor is not in default under the Mortgage or such collection is not otherwise restricted by the Mortgage.

Except as otherwise specifically defined herein, all capitalized words and phrases used herein shall have the respective meanings attributable to them as set forth in the Mortgage, the terms and conditions of which are hereby incorporated herein by this reference.



**Exhibit "A"**

**PARCEL I:**

A parcel of land located in Section 1, Township 21 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the point of intersection of the east right of way line of Interstate Highway No 65 with the east right of way line of U.S. Highway No 31; run thence North 21° 50' west along said east right of way line of said Interstate Highway No 65 for 23.28 feet; thence right 113° 00' and south 88° 50' east for 328.58 feet to the point of beginning of the parcel herein described; thence continue along the same course a distance of 105.92 feet; thence right 72° 47' and south 16° 03' east for 189.37 feet; thence right 100° 13' and south 84° 10' west for 216.14 feet to a point on the east right of way line of U.S. Highway no 31. which is 325.29 feet SE of the point of commencement; thence right 41° 50' and north 54° 00' west 75.29 feet; thence 90° 00' right 200.07 feet to the point of beginning. Situated in Shelby County, Alabama.

**PARCEL II:**

A parcel of land situated in Section 1 Township 21 South, Range 3 West, Huntsville Meridian, and more particularly described as follows: Beginning at the intersection of the Northeasterly right-of-way line of U.S. Highway 31 and the Easterly right-of-way line of Interstate Highway 65; thence North 21° 50' 00" West, along said Easterly right-of-way line 23.28 feet to a point thereon; thence South 88° 50' 00" East 328.58 feet; thence South 36° 00' West 200.07 feet to a point on the Northeasterly right-of-way line of said U.S. Highway 31; thence North 54° 00' West along said Northeasterly right-of-way line 250.00 feet to the point of beginning, being the same premises conveyed to Grantor by deed dated June 17, 1969, and recorded in Deed Book 258, page 337 to 339 inclusive, Probate Judge's Office of Shelby County.

Being the same property conveyed by Atlantic Richfield Company, a Pennsylvania Corporation, to C. O. Tidmore and J. L. Tidmore by deed dated July 3, 1975. filed for record in the Office of Probate, County of Shelby, State of Alabama, on August 4, 1975, and recorded in Deed Book 293, page 746-749.

Inst # 1997-32452

10/06/1997-32452  
01:39 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 18.00