

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: 4	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
1. Return copy or recorded original to: John G. Lowther Attorney at Law 3500 Independence Drive Birmingham, Al 35209		<div style="writing-mode: vertical-rl; transform: rotate(180deg);"> Inst # 1997-32910 10/08/1997-32910 04:21 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 005 MCD 22:00 </div>
2. Name and Address of Debtor (Last Name First if a Person) JMJ, L.L.C. 1912 Balfour Drive Birmingham, Al 35216		
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person) Columbiana Skating Rink, Inc. 405 West College Street Columbiana, Al 35051		
3. SECURED PARTY (Last Name First if a Person) Southern Development Council, Inc. 4101-C Wall Street Montgomery, Al 36106		
4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person) U.S. Small Business Administration 2121 8th Avenue North, Suite 200 Birmingham, Al 35203		

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

As described in Exhibit "B" attached hereto and incorporated herein by reference.

This is a fixture filing filed as additional security along with a mortgage recorded herewith.
 The fixtures are located at 405 West College Street, Columbiana, Alabama, 35051, and described in Exhibit "A" attached hereto and incorporated herein. The record owner of said property is: JMJ, L.L.C.

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 \$ **272,000.00**
 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)

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

5	0	0			
3	0	0			
1	0	2			

JMJ, L.L.C. By: <i>[Signature]</i> Signature(s) of Debtor(s) JMJ, L.L.C. Type Name of Individual or Business	Southern Development Council, Inc. By: <i>[Signature]</i> Signature(s) of Secured Party(ies) or Assignee Southern Development Council, Inc. Type Name of Individual or Business
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EXHIBIT "A"

TO

**MORTGAGE
ASSIGNMENT OF RENTS AND LEASES
LIEN AFFIDAVIT
FINANCING STATEMENT (UCC-1)
PRIOR LIENHOLDER'S AGREEMENT
ENVIRONMENTAL INDEMNITY AGREEMENT
SUBORDINATION OF LEASE AGREEMENT**

MORTGAGOR/

OWNER: JMJ, L.L.C.

BORROWER: JMJ, L.L.C. and Columbiana Skating Rink, Inc.

LENDER: SOUTHERN DEVELOPMENT COUNCIL, INC.

LEGAL DESCRIPTION:

Commence at the Northwest corner of Section 26, Township 21 South, Range 1 West, Columbiana, Shelby County, Alabama, and run thence southerly along the West line of said Section 26 a distance of 1,321.72 feet to a point; thence turn 89 degrees 53' 16" left and run easterly 799.62 feet to a steel pin corner on the southerly margin of Shelby County Highway No. 70 and the point of beginning of the property being described; thence turn 87 degrees 38' 11" right and run southerly a distance of 747.00 feet to a point in the centerline of the Little Beeswax/Town Creek; thence turn 102 degrees 06' 44" left and run easterly along centerline of said Creek 120.00 feet to a point; thence turn 74 degrees 21' 21" left and run northerly 749.00 feet to a steel pin corner on the same said southerly margin of same said Highway No. 70; thence turn 105 degrees 54' 39" left and run westerly along said margin of said Highway 52.00' to the P.C. of a curve; thence turn 04 degrees 54' 59" right to chord and continue westerly along the chord of said curve a chord distance of 112.71 feet to the point of beginning.

Exhibit B

All of the Debtor's right, title and interest in and to the following described Collateral, whether now or hereafter existing or now owned or hereafter acquired or accrued (collectively referred to herein as the "Collateral") wherever located, and including all located on the property described in Exhibit A attached hereto and made a part hereof (hereinafter called the "Land"):

(a) All buildings, structures, improvements and fixtures of every nature whatsoever now or hereafter owned by the Debtor, now or hereafter situated on the Land.

(b) All machinery, equipment, furniture, furnishings, and personal property of every nature whatsoever now or hereafter owned by the Debtor wherever located, and including located in, on, or used or intended to be used in connection with or with the operation of said Land, buildings, structures, or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the , including but not limited to that described on the lists attached hereto as Exhibits and incorporated herein by this reference.

(c) Proceeds and products of all of the foregoing Land and Collateral.

(d) All rents, profits, issues, and revenues of the Land from time to time accruing, whether under leases, agreements or tenancies now existing or hereafter created, reserving to Debtor, however, so long as Debtor is not in default hereunder, the right to receive and retain the rents, issues, revenues and profits thereof; and

(e) All judgments, awards of damages, and settlements hereafter made resulting from condemnation proceedings or the taking of the Land or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets.



Number 1614

MR. JOHN SIMONETTI

ORDER FORM - SIX CAGE SYSTEM W/ 1 DUAL MACHINE

4 each ABC Model AP-1000 Baseball Pitching Machine \$7,980.00
(Cost \$1995.00 per machine)3 each ABC Model AP-1000S Slow Pitch Softball Machine 5,985.00
(Cost \$1995.00 per machine)1 each ABC Model AH-1000 Automatic Conveyor/Feeder 9,800.00
(Cost \$9,800.00 each. Operates up to 9 stations).1 each ABC Model MP-1000 Master Office Control Panel 3,750.00
(Cost \$3,750.00 each. Operates up to 9 stations)5 each ABC Model LB-1000 Warning Light Boxes 2,975.00
(Cost \$595.00 each. Requires one per machine)1 each ABC Model LB-1020 Dual-Warning Light Box 750.00
(Cost \$750.00 each. Requires one per dual-machine)6 each ABC Model CB-1000 Coin Box/Coin Mechanism 2,010.00
(Cost \$335.00 each. Requires one per machine)

Batting Range Construction Hardware and Supplies

1 each 40 inch Sump Hole 400.00
(Cost \$400.00. Requires one per system)1 each Center Pole Sliding Collar 575.00
(Cost \$575.00. Requires one per system)1 each Center Pole Pully Assembly 180.00
(Cost \$180.00. Requires one per system)1 each Center Pole Winch and Cable 500.00
(Cost \$500.00. Requires one per system)

Optional Equipment and Supplies

1 set Cage Identification/Warning Signs 675.00

1 Batting Cage Netting System for 6 Cage Design 10,100.00

7 Front Pole Protector Pads (Cost \$100.00 per pad) 700.00

2 500/bag 1 1/8" Tokens 160.00

1 Spare Parts and Supply Material 725.00

0 Repair Tool Kit 0.00

0 Bat and Helmet Package 0.00

35 dozen Baseballs @ \$28.00 per dozen 980.00

25 dozen Softballs @ \$37.00 per dozen 925.00

1 EQUIPMENT/NET FREIGHT COSTS 1,300.00

1 3 DAYS EQUIP./NET INSTALLATION 1,500.00

*TOTAL COST OF ALL EQUIPMENT AND SUPPLIES

SPECIAL DISCOUNT

*NET COST

INITIAL 50% DEPOSIT

C.O.D. BALANCE

\$51,970.00

\$3,560.00

\$48,410.00

\$24,205.00

\$24,205.00

ADDITIONAL PAYMENTS ARE DUE AT THE TIME OF EQUIPMENT AND NETTING INSTALLATION. PLEASE SEE PAGES 2 AND 3 OF "SALES AGREEMENT" FOR SPECIFIC COSTS. ALL PRICES F.O.B. SALEM, OREGON, USA. STATE, LOCAL OR OTHER TAXES MAY APPLY

Douglas W. Spray by Seah-Nall

SEALER

BUYER

4-21-97

DATE

DATE

John Smith Jr.

QUALITY COMMUNICATIONS

"Living Up To Our Name"

MEMBER 12894

691 Co. Rd. 195

MEMBER 12894

Clanton, AL 35046

(205) 648-3807

INVOICE FOR JMJ L.L.C. INC.
February 7, 1997

Inst # 1997-32910

10/08/1997-32910
04:21 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MCD 22.00

1	FIR-MS5012 Panel
6	SYSMASS 121575 Horns
2	SYS-2100T Smoke Detectors
4	AIP-E270 Pull Station
1	PWS-PW 1270 Battery
6	SYS-WBB Boxes
4	A1280B 135-F
1	ARITECH Z1100E Panel
1	MPI11 Siren Driver
1	GS-30 Horn
1	GS-30 Housing
3	Dual Quad PIR
1	FX35 PIR
1	TWS2T Tamper Switch
1	MPI 800 V. Remote Module
1	AC-RP20
1	4073LHK1311
	3200' of Wiring
2	KX-TS20-W 2-line Telephones
1	Mini-Wall Telephone
8	GRI-29AGY Door Contacts
1	12V Transformer
4	4-Conductor Connecting Blocks
2	RJ31X Connecting Blocks
2	8-Conductor Modular Cord 7'
	Other Material as required

TOTAL COST: \$4,671.06