

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

cut here

☐ The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).

No. of Additional Sheets Presented:

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

1. Return copy or recorded original to:

Sherry D. Olson, P.C.
6320 Amherst Court
Suite 100
Norcross, GA 30092

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

Pre-paid Acct. #

2. Name and Address of Debtor

(Last Name First if a Person)

AJS Associates
7604 State Highway 60
Sellersburg, IN 47172

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

NationsBank, N.A.
600 Peachtree Street, N.E.
19th Floor, NationsBank Plaza
Atlanta, GA 30308

Social Security/Tax ID#

☐ Additional secured parties on attached UCC-E

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

All types or items of property described on Exhibit "B" attached hereto and made a part hereof which are located on or used in connection with the real property described on Exhibit "A" attached hereto and made a part hereof.

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

300				
500				
800				

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)

Signature(s) of Debtor(s)

AJS Associates

Type Name of Individual or Business

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

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

NationsBank, N.A.

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

EXHIBIT A

A parcel of land lying in the Southeast Quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the SW corner of the SE 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County Alabama;

Thence Easterly along the south line of said quarter section 1,825.71 feet to a point;

Thence turn a right interior angle of 67°00'07" and run northwesterly 1,826.77 feet to a point on the southeast right-of-way line up Alabama Highway #119, being 100 feet southeasterly of the centerline of said highway;

Thence turn a left interior angle of 88°41'21" and run northeasterly and parallel to said highway centerline 269.07 feet to a point that is 100 feet southeasterly of and at right angles to the centerline of said highway at station 37+00;

Thence turn a left interior angle of 145°57'50" and run northeasterly 103.08 feet to a point which is 125 feet southeasterly of and at right angles to the centerline of said highway at station 38+00;

Thence turn a left interior angle of 184°02'10" and run northeasterly and parallel to said highway centerline 200 feet to the point of beginning; said point is 125 feet southeasterly and parallel to centerline of said highway;

Thence continue along last stated course parallel to said highway centerline 200 feet to a point that is 125 feet southeasterly of and at right angles to the centerline of said highway at station 42+00;

Thence turn a left interior angle of 117°13'27" and run southeasterly 153.02 feet to a point (concrete monument) that is 550 feet southwesterly of and at right angles to the centerline of project W. I-65-2(37) at station 265+00;

Thence turn a left interior angle of 148°33'25" and run southeasterly along highway right-of-way 198.49 feet to a point (concrete monument);

Thence turn a left interior angle of 167°53'47" and run southeasterly 80.22 feet to a point;

Thence turn a left interior angle of 86°19'21" and leaving the highway right-of-way run southwesterly 327.83 feet to a point.

Thence turn a left interior angle of 90°00'00" and run northwesterly 387.21 feet to the point of beginning;

Said parcel contains 198,284.30 square feet/2.49 acres, more or less.

EXHIBIT "B"

Collateral. A security interest is granted in the following collateral (the "Collateral") located at the addresses set forth on Exhibit "A" (the "Collateral Location"):

A. Types of Collateral:

Accounts: Any and all accounts and other rights of Debtor to the payment for goods sold or leased or for services rendered whether or not earned by performance, contract rights, book debts, checks, notes, drafts, instruments, chattel paper, acceptances, and any and all amounts due to Debtor from a factor or other forms of obligations and receivables, now existing or hereafter arising out of the business of Debtor.

Inventory: Any and all of Debtor's goods held as inventory.

Equipment: Any and all of Debtor's goods held as equipment at the Collateral Location listed above.

Fixtures: Any and all of Debtor's goods held as fixtures at the Collateral Location listed above.

Instruments and/or Investment Documents:

Any and all of Debtor's instruments, documents, and other writings of any type which evidence a right to the payment of money and which are of a type that is transferred in the ordinary course of business by delivery with any necessary indorsement or assignment, whether now owned or hereafter acquired, including, without limitation, negotiable instruments, promissory notes, and documents of title owned or to be owned by Debtor, certificates of deposit, and all liens, security agreements, leases and other contracts securing or otherwise relating to any of said instruments or documents.

General

Intangibles: Any and all of Debtor's general intangible property.

B. Substitutions, Proceeds and Related Items. Any and all substitutes and replacements for, accessions, attachments and other additions to, tools, parts and equipment now or hereafter added to or used in connection with, and all cash or non-cash proceeds and products of, the Collateral (including, without limitation, all income, benefits and property receivable, received or distributed which results from any of the Collateral, such as dividends payable or distributable in cash, property or stock; insurance distributions of any kind related to the Collateral, including, without limitation, returned premiums, interest, premium and principal payments; redemption proceeds and subscription rights; and shares or other proceeds of conversions or splits of any securities in the Collateral); any and all choses in action and causes of action of Debtor, whether now existing or hereafter arising, relating directly or indirectly to the Collateral (whether arising in contract, tort or otherwise and whether or not currently in litigation); all certificates of title, manufacturer's statements of origin, other documents, accounts and chattel paper, whether now existing or hereafter arising directly or indirectly from or related to the Collateral; all warranties, wrapping, packaging, advertising and shipping materials used or to be used in connection with or related to the Collateral; all of Debtor's books, records, data, plans, manuals, computer software, computer tapes, computer systems, computer disks, computer programs, source codes and object codes containing any information, pertaining directly or indirectly to the Collateral and all rights of Debtor to retrieve data and other information pertaining directly or indirectly to the Collateral from third parties, whether now existing or hereafter arising; and all returned, refused, stopped in transit, or repossessed Collateral, any of which, if received by Debtor, upon request shall be delivered immediately to Bank.

C. Balances and Other Property. The balance of every deposit account of Debtor maintained with Bank and any other claim of Debtor against Bank, now or hereafter existing, liquidated or unliquidated, and all money, instruments, securities, documents, chattel paper, credits, claims, demands, income, and any other property, rights and interests of Debtor which at any time shall come into the possession or custody or under the control of Bank or any of its agents or affiliates for any purpose, and the proceeds of any thereof. Bank shall be deemed to have possession of any of the Collateral in transit to or set apart for it or any of its agents or affiliates.

Inst # 1997-33865

10/17/1997-33865
11:55 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

17.00