

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:

John G. Lowther
Attorney at Law
3500 Independence Drive
Birmingham, Al 35209

Pre-paid Acct. # _____

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

Royal Construction & Development
Co., Inc.
132 Windsor Circle
Pelham, Al 35124-2841

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)

Aliant Bank
P. O. Box 383067
Birmingham, Al 35238-3067

Social Security/Tax ID # _____

☐ Additional secured parties on attached UCC-E

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

AS DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED
HEREIN BY REFERENCE.

THIS IS A FIXTURE FILING FILED AS ADDITIONAL SECURITY FOR THE
SAME INDEBTEDNESS SECURED BY A REAL PROPERTY MORTGAGE RECORDED
HEREWITH.

PLEASE CROSS INDEX IN THE REAL PROPERTY RECORDS.

THE RECORD OWNER OF THE PROPERTY WHERE THE FIXTURES ARE
LOCATED IS: ROYAL CONSTRUCTION & DEVELOPMENT CO., INC.

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

5 0 0

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 \$ **177,872.00**

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)

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

ALIANT BANK

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

BY: *[Signature]*

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

ALIANT BANK

Type Name of Individual or Business

ROYAL CONSTRUCTION & DEVELOPMENT CO., INC.

BY: *[Signature]*
Signature(s) of Debtor(s)

ROYAL CONSTRUCTION & DEVELOPMENT CO., INC.

Type Name of Individual or Business

Exhibit "A"

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") located on the property described in Exhibit "B" attached hereto and incorporated herein by this reference and located in Shelby County, Alabama, (hereinafter called the "Land"):

(a) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the property described herein, and all fixtures now or hereafter owned by the Debtor and used or intended to be used in connection with, or the operation of, said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of foregoing.

(b) All building materials, equipment, fixtures, fittings, and personal property 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 Land, whether such materials, equipment, fixtures, fittings, and personal property are actually located on or adjacent to said Land or not, and whether in storage or otherwise, wheresoever the same may be located, including, but 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, ranges, refrigerators, dishwashers, disposals, and in general all building materials and equipment of every kind and character used or useful in connection with said improvements.

(c) Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, leases, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Borrower, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Borrower of, in and to the same, including but not limited to:

- (i) All rents, royalties, profits, issues and revenues of the Land from time to time accruing, whether under leases or tenancies now existing or hereafter created; and
- (ii) 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 the improvements thereon or any part thereof, or to any rights or appurtenances thereto, including any award for change of grade or streets.

(d) All products and proceeds, cash or non-cash (including, but not limited to, all inventory, accounts, chattel paper, documents, instruments, tort and insurance proceeds, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the property described above) of any of the foregoing types or items of property described in subparagraphs (a), (b), or (c) above.

EXHIBIT "B"

A part of Block 5, according to a Resurvey of Breckenridge Park as recorded in Map Book 9, page 110 in the Probate Office of Shelby County, Alabama, more particularly described as follows:

Part of the SE 1/4 of the NE 1/4 of Section 28, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: Beginning at NW corner of Lot 7, a Resurvey of Block 5, of a Resurvey of Breckenridge Park, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 11, page 18, run in a Southerly direction along the West line of said Lot 7, for a distance of 100.0 feet to an existing iron rebar being the Southwest corner of said Lot 7; thence turn a measured angle to the right of 90 degrees 01 minute 50 seconds and run in a Westerly direction for a distance of 361.48 feet to an existing iron rebar; thence turn an angle to the right of 89 degrees 05 minutes 35 seconds and run in a Northerly direction for a distance of 56.48 feet to an existing iron rebar being the Southeast corner of Lot 4, Breckenridge Townhomes, as recorded in the Office of the Judge of Probate, Shelby County, in Map Book 21, page 27; thence continue along last mentioned course and run in a Northerly direction for a distance of 100.44 feet to an existing iron rebar being the Northeast corner of said Lot 4 and being on the south right of way line of Hillsboro Lane and being on a curve, said curve being concave in a Southwesterly direction and having a deflection angle of 11 degrees 43 minutes 19 seconds and a radius of 217.56 feet; thence turn an angle to the right (107 degrees 40 minutes 50 seconds to the chord of said curve) and run in a Southeasterly direction along the arc of said Southerly road right of way of Hillsboro Lane for a distance of 89.02 feet to a point of reverse curve, said new curve being concave in a Northeasterly direction and having a deflection angle of 14 degrees 15 minutes 44 1/2" and a radius of 259.53 feet; thence continue in a Southeasterly direction along the South right of way line of Hillsboro Lane and along the arc of said curve for a distance of 129.21 feet to an existing iron rebar set by Laurence D. Weygand and being the point of ending of said curve; thence run in an Easterly direction along the South right of way line of Hillsboro Lane and along the line tangent to the end of said curve for a distance of 155.32 feet, more or less, to the point of beginning.

Inst # 1997-40378

12/11/1997-40378
01:08 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 17.00