

Important: Read Instructions on Back Before Filling out Form.

REORDER FROM
BOSTON, MA 02108
100 FINE ST.
BOSTON, MA 02108
(617) 421-1713

<input type="checkbox"/> 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.
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1. Return copy or recorded original to:

Claude McCain Moncus, Esq.
CORLEY, MONCUS & WARD, P.C.
P. O. Box 59807
Birmingham, Alabama 35259-0807

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)

Ray, Thomas D. III
380 Riverchase Parkway East
Birmingham, Alabama 35244

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)

FIRST COMMERCIAL BANK
800 Shades Creek Parkway
Birmingham, Alabama 35209
Attn: Winston T. McCalley
Social Security/Tax ID # _____

☐ Additional secured parties on attached UCC-E

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

All property set forth in Schedule I attached hereto and made a part hereof, located on the real property described on the attached Exhibit "A".

THIS FINANCING STATEMENT IS TO BE CROSS-INDEXED IN THE
REAL ESTATE MORTGAGE RECORDS.

DEBTOR IS THE RECORD OWNER OF THE REAL ESTATE.

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.

8. This statement is filed without the debtor's signature to perfect a security interest in collateral (check) ☒ 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 \$ 1,300,040.00

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ -0-

51X 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 Subject(s) _____

Signature(s) of Debtor(s)

Thomas D. Ray, III

Type Name of Individual or Business

FIRST COMMERCIAL BANK

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

BV: ~~Just~~ McCall

Signature(s) of Secured Party(ies) or Assignee
Winston T. McCallister, Its Vice President

Type Name of Individual or Business

SCHEDULE I

All of Debtor's right, title and interest in, to and under any and all of the following described property (the "Property"), whether now owned or hereafter acquired:

- (a) All that tract or parcel or parcels of land and estates particularly described in Exhibit "A" attached hereto and made a part hereof (the "Land").
- (b) All buildings and building materials, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, building materials, equipment and furniture used in connection with the operation of said property (excluding movable equipment, furniture, and inventory) of every nature whatsoever now or hereafter owned by the Debtor and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals, substitutions, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, equipment, furniture, furnishings and personal property are actually located on or adjacent to the Land or not and whether in storage or otherwise wheresoever the same may be located;
- (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, interest, 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 Debtor, 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 Debtor of, in and to the same, including but not limited to:
 - (i) All leases, written or oral, and all agreements for use or occupancy of any portion of the Property, the Improvements or any of the Personal Property described below with respect to which the Debtor is the lessor, including any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Property or the Improvements, all such leases, subleases, agreements and tenancies heretofore mentioned being hereinafter collectively referred to as the "Leases";
 - (ii) any and all guaranties of the lessees and any sublessee's performance under any of the Leases;
 - (iii) the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Debtor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Property or any of the Improvements, or any part thereof, together with any and all rights and claims of any kind that the Debtor may have against any such lessee under the Leases or against any subtenants or occupants of the Property or any of the Improvements, all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents".
 - (iv) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Property or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Property or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Secured

Party is hereby authorized on behalf and in the name of Debtor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Secured Party may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' fees, on any of the indebtedness secured hereby in such manner as it elects, or at its option, the entire amount or any part thereof so received may be released.

- (d) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a), (b) or (c) above, including, but not limited to, all insurance, contract and tort proceeds and claims.

EXHIBIT "A"

A tract of land situated in the NE 1/4 of the SW 1/4 and the NW 1/4 of the SE 1/4 of Section 19, Township 19 South, Range 2 West, Shelby County, Alabama, and Being more particularly described as follows:

Commence at the SW corner of the NW 1/4 of the SE 1/4 of Section 19, Township 19 South, Range 2 West; thence S 87° 46' 53" E along the 1/4-1/4 line, 243.91 feet; thence N 55° 46' 00" E, 5.09 feet to the point of beginning and also the Northeast right-of-way of the west bound lane, of Riverchase Parkway East; thence 90° 00' 00" left and tangent to a curve to the left, said curve having a central angle of 18° 38' 00", a radius of 394.60 feet; thence continue along said curve and right-of-way 128.33 feet; thence N 52° 52' 00" W, along said right-of-way 116.24 feet to the beginning of a curve to the right, said curve having a central angle of 26° 49' 00" and a radius of 327.65 feet, thence continue along said curve and right-of-way 153.35 feet; thence N 26° 03' 00" W along said right-of-way 212.13 feet; to the beginning of a curve to the right, said curve having a central angle of 90° 00' 00", a radius of 25.00 feet, thence continue along said curve 39.27 feet leaving said right-of-way of Parkway East; thence N 63° 57' 00" E, along the southerly right-of-way 10.94 feet to the beginning of a curve to the right, said curve having a central angle of 52° 40' 00" and a radius of 470.00 feet; thence continue along said curve and right-of-way 432.03 feet; thence S 63° 23' 00" E, along said right-of-way 95.64 feet to the beginning of a curve to the left, said curve having a central angle of 23° 56' 00", a radius of 430.00 feet, thence continue along said curve and right-of-way 179.62 feet; thence S 02° 41' 00" W leaving said right-of-way 203.88 feet; thence S 55° 46' 00" W, 382.62 feet to the point of beginning.

Situated in Shelby County, Alabama.

Inst # 1998-02118

01/21/1998-02118
12:30 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 18.00